

FILED - KZ

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U.S. DISTRICT COURT  
WESTERN DISTRICT OF MICHIGANems Scanned by ES / 10/24UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF MICHIGAN**Elena Fedorova, ProSe,**  
Plaintiff

Vs.

**William P. Foley, II**, as an Individual  
**Anthony Jabbour**, as an Individual  
**Michael L. Gravelle**, as an Individual  
**Christopher Azur**, as an Individual  
**Marjorie Nemzura** as an Individual  
**Madeline G.M. Lovejoy** as an Individual  
**Todd Johnson**, as an Individual  
**April Johnson**, as an Individual  
**Miriam Moore**, as an Individual**Fidelity National Financial, Inc.** as parent  
corporation**Fidelity National Title Insurance  
Company, Inc.** as Claim Processing Agent  
**Black Knight, Inc.** as a Servicer  
**Black Knight Financial Services, Inc.**  
Servicer**Black Knight Financial Services, LLC**,  
Servicer**FIS Output Solutions, LLC**, Servicer  
**ServiceLink Holdings, LLC**<sup>1</sup> Servicer  
**ServiceLink National Flood, LLC**, Servicer  
**ServiceLink, LLC**, Servicer  
**DocX, LLC**, Servicer, document forger**FiServ, Inc.** Servicer**LinkPoint International, Inc.** Servicer**Frank Bisignano**, as an Individual**Jeffrey Yabuki**, as an Individual**Himanshu Patel**, as an Individual**Adam Rosman**, as an Individual**Eric Jorgenson**, as an Individual**CoreLogic, Inc.** Servicer**Patrick Dodd**, as an Individual**Frank Martell**, as an Individual**Exela Technologies Inc.**, Servicer**1:22-cv-991**

Hala Y. Jarbou

United States District Judge

Case No. \_\_\_\_\_

JURY TRIAL DEMANDED

COMPLAINT FOR QUIET TITLE

COMMON FRAUD; FRAUD THROUGH AID  
AND ABET AND CONSPIRACY TO  
DEFRAUD AND INDEPENDENTLY;  
FORGERY; SLANDER OF TITLE; BREACH  
OF CONTRACT; BAD FAITH; VIOLATION  
OF FDCA; VIOLATIONS OF RESPA;  
VIOLATIONS OF TILA; VIOLATION OF  
FCRA; MAIL FRAUD AND RACKET  
UNDER RICO ACT; TRESPASS AND  
INVASION OF PRIVACY; NEGLIGENCE;  
INTENTIONAL INFLICTION OF  
EMOTIONAL DISTRESSAND FOR THE FOLLOWING RELIEF:  
DISCOVERY; DECLARATORY AND  
INJUNCTIVE RELIEF INCLUDING  
PRELIMINARY AND PERMANENT  
INJUNCTION; DEMAND FOR  
RESTRAINING ORDER; DISGORGEMENT  
OF ALL ILL-DRIVEN GAINS; ACTUAL  
DAMAGES; STATUTORY DAMAGES;  
TREBLE DAMAGES; PUNITIVE  
DAMAGES; EXEMPLARY DAMAGES;  
DAMAGES FOR EXTREME EMOTIONAL  
DISTRESS, PLUS COSTS; DAMAGES  
UNDER THE FEDERAL TORT CLAIMS  
ACT.

Total: \$1 BILLION DAMAGES

<sup>1</sup> ServiceLink Holdings, LLC is a chain of over 850 empty shell corporations.

<p><b>SourceHOV, LLC</b> , Servicer  <b>Transcentra, Inc</b>, Servicer,  <b>Regulus West, LLC</b> Servicer  <b>Par Chadha</b>, as Individual  <b>Ron Cogburn</b>, as an Individual</p> <p><b>Covius Document Services, LLC</b> fka Walz Group, LLC, Servicer  <b>Covius Holdings, Inc.</b> as owner of Nationwide Title Clearing and Covius Document Services,  <b>Rob Clements</b> as an Individual  <b>Rod Walz</b>, as an Individual  <b>Kevin Miller</b>, as an Individual</p> <p><b>Franklin Credit Management Corporation</b>, Servicer  <b>Thomas Axon</b>, as an Individual  <b>Pinnacle Document Services, LLC</b>, Servicer  <b>GI Partners, Ltd.</b> Servicer  <b>RR Donnelly</b>, Servicer  <b>Cedar Document Technologies, Inc.</b> Servicer  <b>Cyprex Services, LLC</b>, Servicer  <b>RSB Field Services</b>, Servicer</p> <p><b>Bank of New York Mellon Corporation</b>, Alleged Trustee for Ginnie Mae “Pooled Security”  <b>Antonina Caramiso</b>, as an Individual  <b>Michael Castele</b> as an Individual</p> <p><b>JP Morgan Chase</b>, a National Banking Association  <b>Jamie Dimon</b>, as an Individual</p> <p><b>Bank of America, N. A.</b> National Banking Association</p> <p><b>First American Title Insurance Company</b>, as Title Insurance Provider  <b>Dennis J. Gilmore</b>, as an Individual</p> <p><b>Bell Title Agency of Hastings, LLC</b> as Closing Agent and Title Insurer  <b>Leigh Kraushaar</b>, as an Individual  <b>Deanne Turner</b>, as an Individual  <b>Blake Turner</b>, as an Individual</p>	
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**The American Land Title Association**, as  
Trading Association for Bell Title et. al; First  
American Title and Fidelity National Title  
Insurance Company

**The ALTA Board of Governors**, as Trading  
Association

**Daniel M. Wold**, as an Individual

**Jack Rattikin III**, as an Individual

**Don Kennedy**, as an Individual

**Perl Mortgage, Inc.**, Pretender Lender,

**Kenneth Perlmutter**, as an Individual

**Alex Margulis**, as an Individual

**Terry Salerno**, as an Individual

**Intercontinental Exchange, Inc.**, owner of  
MERSCORP Holdings, Inc and Mortgage  
Electronic Registration Services

**MERSCORP Holdings, Inc**

**Mortgage Electronic Registration Systems,**  
Inc. subsidiary and fake "Mortgagee"

**Benjamin Jackson**, as an Individual

**Bill Beckmann**, as an Individual

**Caliber Home Loans, Inc.** former Pretender  
Servicer

**PennyMac Loan Servicing, LLC**, current  
Pretender Servicer,

**PennyMac Financial, Inc.**, as PennyMac  
Loan Servicing, LLC parent company

**David Spector**, as an Individual

**Jeffrey Grogan**, as an Individual

**Andrew Chang**, as an Individual

**Theodore W. Tozer**, as an Individual

**Nationwide Title Clearing, LLC** f/d/b/a  
Nationwide Title Clearing. Inc., Document  
forgery factory, Sub-forgery

**John Hillman**, as Individual

**Dave LaRose**, as Individual forger

**Gregory M. McCoskey**, as individual

**Equifax Information Services, LLC.**, Credit  
bureau

<b>Potestivo and Associate, P.C. Debt Collector</b> <b>Charlotte Haack, as Individual</b> <b>Brian A. Potestivo, as Individual</b> <b>Alexander Potestivo, as Individual</b> <b>Michael Woods, as Individual</b> <b>Mark W. Sheldon as Individual</b> <b>DETROIT LEGAL NEWS PUBLISHING, LLC</b> <b>BRADLEY L. THOMPSON II, as Individual</b> <b>Anna Graham, as an Individual</b> <b>Ban Ibrahim, as Individual</b> <i>Agencies and Regulators:</i> <b>The United States Department of Justice</b> <b>The United States Senate Committee on</b> <b>Banking, Housing, and Urban Affairs</b> <b>The Consumer Financial Protection Bureau,</b> <b>The Securities and Exchange Commission</b> <b>The Department of Housing and Urban</b> <b>Development</b> <b>The Government National Mortgage</b> <b>Association</b> <b>Michael Drayne, as an individual</b> <b>The Federal Trade Commission</b> <b>The Federal Deposit Insurance Corporation</b> <b>Michigan Department of Financial and</b> <b>Insurance Services</b> <b>Michigan Office of Attorney General</b> <b>Michigan Barry County Recorder of Deeds</b> <b>State Bar of Michigan</b> <b>California Department of Business Oversight</b> <b>Florida Office of Governor DeSantis Notary</b> <b>Section</b> <b>Florida Office of Attorney General</b> <b>New York Office of Attorney General</b> <b>Nevada Office of Attorney General</b> <b>Illinois Attorney Registration and Disciplinary</b> <b>Committee</b> <b>The State Bar of California</b> <b>The Florida Bar</b> <b>Joe Doe Companies and Individuals 1-100</b>	
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## INTRODUCTION

1. Plaintiff, Elena Fedorova, a *ProSe* veteran, hereby alleged her Causes of action against listed below each and all Defendants, as individuals and as corporations, who are involved in her transaction dressed as “VA Mortgage Loan” with Perl Mortgage, Inc.( ”Perl”).



2. Fedorova is a victim of Wall Street Banks biggest economic crime with virtual “lending”. Perl, as Fedorova described below, was not a Lender, but an actor-for-hire who received fees for fraudulently inducing Fedorova to sign fake documents under glimpse that her deal is a regular lending transaction. Further research revealed that Fedorova merely received information about money [virtual “loan”, not the real money] furnished to her by undisclosed to Fedorova third parties (Black Knight), who involuntarily drafted her in the position of an issuer of securities, to wit: Mortgage and Promissory Note, in an undisclosed to Fedorova Investment Banks’ unregulated securitization scheme.

3. Perl had no involvement in origination or underwriting, much less provided any “funding” for Fedorova’s transaction. All attempt to get a copy of proof of lending from Perl such as a receipt of wire transfer from Perl to Bell Title; or any receipt from alleged “sales” of Fedorova’s “loan” by Perl to anyone failed because Perl and its agents refused to respond.

4. Bell Title of Hastings, LLC (the closing Agent) has absolutely no records about any wire transfers of \$135,000 from Perl to Bell Title or from Bell Title to JP Morgan Chase, the alleged “Lender” for the property Seller. Bell Title employees Turners and Kraushaar lie relentlessly to Fedorova, in the most hostile manner, but never provided Fedorova any receipts or any other proof of lending by Perl or by anyone else despite numerous demands.

5. JP Morgan Chase, alleged “lender” for property Seller Stein, has absolutely no records about when, how much and from whom they received money to “satisfy” \$200,000.00 Stein’s “mortgage” with Fedorova’s \$135,000 “loan”. According to JPM “customer team”, they received “enough money sometime in August 2016” and their “Mortgage” was released on August 23, 2016, thus Bell Title agents lied to Fedorova about “clear property Title” on July 29, 2016 since it had an active lien during all this time which is still not released. Now Bell Title acting in bad

faith, refuse to make disclosures, investigate Fedorova's claim and compensate her for damages;

6. Alleged "Owner/Investor" The Government National Mortgage Association

("GinnieMae" ) officially denied any knowledge about Fedorova's transaction with Perl or any other activities claimed by other parties under GinnieMae's authority-- because here was NO TRANSACTION in the real life. All Agencies act reckless and negligent.

7. On June 4, 2019 Fedorova submitted her Whistleblower Tip to Securities and Exchange Committee, TCR Submission 15596-033-666, with request to investigate securities fraud and her transaction with Perl and if her alleged "loan" was actually "sold" to Ginnie Mae.

8. Fedorova also asked to investigate alleged "investor" and "issuer" of Ginnie Mae Mortgage Backed Securities by PennyMac Loan Servicing, LLC, who as Fedorova learned are a renamed part of Countrywide Financial, Inc. SEC refused to conduct ANY investigation of Fedorova's tip, which clearly constitute recklessness and acted in violation of a duty owed to Fedorova as a member of the public, with the breach of that duty causing harm to Fedorova.

9. On November 25, 2019 HUD's Senior Vice President Drayne [former CEO for Chevy Chase Bank who defrauded AMBAC from \$5.2 Billion] lied to Michigan Senator Gary Peters about status of Fedorova's alleged "loan" with Ginnie Mae.

10. On February 28, 2022 HUD finally responded to Fedorova's 2019<sup>th</sup> Freedom of Information Act request that they don't have ANY records about any of Fedorova's transaction.

11. April 12, 2022 Fedorova submitted her Administrative Claim to HUD and Ginnie Mae to compensate her for damages under Federal Torts Act by HUD and Ginnie Mae's recklessness and negligence which caused damages to Fedorova. As of today, six month later, HUD and Ginnie Mae refused to respond or take any corrective and protective actions. On April 20, 2022 Fedorova submitted her Claim to SEC, which they failed to respond.

12. All correspondence, “billing statements”; “notices” and other documents are unsigned<sup>2</sup> or robo-signed and coming from completely different parties than whose names appear on the letterheads, including alleged “Servicers” and official letters from “Department of Veteran Affairs”. All these letters and Notices are coming from various FINTECH companies (servicers under CFPB rules). This information was confirmed to Fedorova by USPS Office whom she asked to disclose to identities of her mailers. These third parties who are the actual servicers, in terms of receipt, collection, depositing, and disbursement of funds. The actor might still be labeled as a servicer since its name is permissively used as a front for the parties performing and controlling such functions as are normally attributed to “servicers.” These third-party (FINTECH) servicers do not work for the actor who has been named as the servicer. They work for an investment bank. When Fedorova asked these real Servicers for the source of authority for any document that has been produced in connection with the alleged “servicing” of her “loan account,” – they never answered Fedorova’s QWR or DVR letters or her Complaints. Moreover, most letters are likely produced by Artificial Intelligence technologies, without involvement of any human hands.<sup>3</sup> They’re created, communicated, and offered by a machine using algorithms that basically guess at what the human response would be.

13. All Fedorova’s payments are collected and processed by Mr. Chadha and Mr. Cogburn’s Exela Technologies, Inc. and their sham conduits from various post offices P.O. Boxes via complex lockbox money laundering operation, for unknown to Fedorova parties;

14. An employee for unknown to Fedorova parties George Fazio gets access to Fedorova’s funds via secured website to transfer Fedorova’s payments to an account for unknown to her

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<sup>2</sup> Letters and communications that and with a reference to “the team,” are in violation of the law. Both federal and state law requires such communications to contain the name and contact information of an agent responsible for the alleged loan account

<sup>3</sup> <https://www.nytimes.com/2022/08/24/technology/ai-technology-progress.html>

parties with Financial Partners Credit Union (“FPSU”) in California while Fazio did not credited any money to any interest or principal of Fedorova’s alleged “loan”. Fedorova does not know where George Fazio is employed and who authorized him to deposit her money into account 6811 with FPSU. Fedorova does not know who owns account 6811 and who receive her money deposited on this account even though it must be disclosed to her under TILA and RESPA.

15. On January 7, 2022 FiServ, Inc. (actual Servicer under CFPB rules) sent Fedorova flagrantly fake “Modification” and fake “VA Claim” dressed as “Michigan Mortgage”. All Fedorova’s requests for disclosures and verification were evaded.

16. On August 12, 2022 Fedorova found an alternative financing and offered a full payment – but only if any officer or any company provides her a warranty of existence and ownership of the account receivable on books and records of her alleged “creditor” and proof of agency. FiServ sent Fedorova unsigned “Payoff Statement” on PennyMac’s letterhead which lacked any references to her alleged creditor; and demanded payments to FiServ’s “Cash Management” or Exela Technologies, Inc. or to an unverified account with JP Morgan Chase who suddenly replaced Bank of America as alleged “banking institution” for undisclosed to Fedorova parties. Fedorova’s requirement that they provide a payoff letter that complies with state law. In all states, it is either the statutes or custom and practice that the payoff letter specifically identifies the creditor. In all states, if that creditor has not already communicated with Fedorova regarding the actions undertaken by the current “servicer,” then they need to do so at the time when the payoff letter is issued.

17. When Fedorova demanded a copy of her Promissory Note with full chain of endorsements; and an updated payoff statement signed by her creditor’s individual employee who is responsible for accounting, FiServ sent her the same unsigned payoff statement; a

scanned copy of her Note retrieved from PDFKit.net website, which lacks any chain of endorsement; and unnamed “Financials” from unknown source without any references to Fedorova’s property or to PennyMac. This “financial” (whatever it means) showed \$30.00 “charge” for “Foreclosure Recording” [not confirmed by Barry County Recorder’s office) and \$300.00 “Title Fees”, both “charges” dated September 26, 2022, besides other bogus numbers.

18. Fedorova **four times** tried to obtain a legitimate payoff statement from her alleged “Creditor” and even offered to deliver he payments to their office and handle it to a an employee who is responsible for debits and credits and who can provide her proof of ownership of her alleged “obligation” [if any] and proof of agency for PennyMac. All her attempts failed and her alleged “creditor” is still in default to identify itself.

19. When Fedorova learned that here is a pending foreclosure sale of her property scheduled for November 10, 2022 by “Assignee” PennyMac and Potestivo and Associates, PC, she immediately contacted lawyers Haack; Postestivos and Moore and demanded validation of this alleged “debt” and evidence. Haack emailed her several questionable documents and non-endorsed Mote with TWO Allonges, both robo-signed. Under HUD Rules, all endorsements must be made with wet-ink signatures on the original Note, including margins. Allonges are not allowed unless the Note has no more space for endorsements and must be permanently attached to the Note.

20. None of provided Allonges was attached to the original Note. The second Allonge appeared on October 17, 2022 for the first time from lawyer Haack and was never provided to Fedorova before by any other parties. This undated Allonge lacks any references to PennyMac, lacks name of the Seller of alleged loan. . It states that the party who could claim payments from Fedorova under this Note is Caliber Home Loan, Inc. – who vehemently deny any involvement



in Fedorova's transaction until August 18, 2016, and only as a Servicer. This Note was transferred without simultaneous sale for value, per UCC9-203, thus it was stripped from Collateral [mortgage], anyone who has possession of such Note cannot enforce the mortgage without paying value for this mortgage. Caliber never claimed any payments of value made by them; or being Fedorova's creditor. As of today nobody can identify the "seller" of Fedorova's mortgage; or when and where such "sale" was conducted - because here was no sale.

21. Experts in the securitization of debt have suggested that (a) no loan account receivable currently exists and (b) all claims based on the existence of the loan account are false, including but not limited to the right to administer, collect or enforce any alleged obligation owed by Fedorova. The payments she has made are not being processed by the apparent "servicer" and instead are being processed by unknown parties with whom Fedorova has no contractual or other relationship. This means that despite implied representations to the contrary, there is no way of knowing - despite Fedorova's continued inquiries -who is disbursing money (if anyone) to an alleged creditor. And that means Fedorova has no way of knowing if her loan account is being reduced by her payments.

22. All efforts to identify the owner of any account receivable of Fedorova's alleged "loan" have failed. This corroborates the conclusion by experts in the securitization of debt that the money is being laundered and diverted to undisclosed investment banks that have no interest or risk of loss associated with any alleged underlying obligation, legal debt, or promise that Fedorova had issued to a third party who even had no relationship to her transaction as a lender.

23. As the result, no money paid by Fedorova is going to any creditor who maintains a loan account receivable owed by Fedorova and which remains unpaid. This information is required to be disclosed under both TILA and RESPA. Fedorova have asked for that information in

accordance with both statutes. The recipients of her requests have failed or refused to respond. This gives rise to an inference that they are not "servicer" and they are not "creditors."

24. Based on collected evidence, including responses to her FOIA, Fedorova has concluded that the investment banks entered the lending marketplace **without any intent to lend money and without any risk of loss on transactions with consumers who were falsely identified as borrowers**. Investment banks were successful at creating an infrastructure via sham conduits in which they retained control without ownership or any legal responsibility to comply with law and in so doing were able to convert standard underwriting fees of 15% to profits of at least 1200% without ever crediting any loan account. Defendants are attempting to obfuscate any ability to identify any actual owner, holder or holder-in-due-course of the purported debt, if such ever existed, its extinguishment notwithstanding. Accordingly the duty to investigate and prosecute if necessary arises for any government agency receiving this information.

25. As of today, all Agencies whom Fedorova contacted refused or stalled any investigation which left Fedorova without any other option but ask this Honorable Court for an Order to force Agencies to act and comply with their jobs for which they are paid from taxpayers' money.

26. Fedorova's contract with Perl was originally void and procured by fraud, including fraud by inducement and fraud in the factum. The note, mortgage, amortization, statements, notices and correspondence under these circumstances are all examples of pure fraud.

27. Fedorova made a unilateral mistake when she entered into a contract with impersonator Perl which was based on deception and fraud as described below. Here there was no debt from the origination, and hence no mortgage that can be enforced in equity. *Cawley v. Kelley*, 60 Wis. 315, 319, 19 N. W. 65, 66. The absence of conditions precedent required to legally support claims of the right to administer, collect or enforce a debt, and the absence of the loan account

itself, makes it impossible to legal claim that there is a debt. Since the debt is what is secured by the alleged mortgage lien, the lien would be invalid, and void and must be removed from her property records, with damages to Fedorova as a victim.

### JURISIDCTION

28. This Court has jurisdiction over all matters based on diversity; Federal questions; and United States Government is a co-defendant. Plaintiff brings this Action under Federal and State Statutes, including Federal and Michigan common law; Michigan Statute of Frauds 566.132(1); 18 U.S.C. § 1001; the Michigan Mortgage Brokers, Lenders, and Servicers Licensing Act (“MBLSLA”), M.C.L. § 445.1681; Fair Debt Collection Practices Act, 15 USC 1692-1692p; Michigan Regulation of Collection Practices Act (“MRCPA”), M.C.L. § 445.251 *et seq.*; The Real Estate Settlement Procedures Act (RESPA), 12 U.S.C. §§ 2601–2617; The Truth in Lending Act (TILA), The Racketeer Influenced and Corrupt Organizations (RICO) Act 18 U.S.C. §§ 1961–1968 , FCRA , and other applicable laws.

### STATUTE OF LIMITATION

29. Statute of Limitations (“SOL”) is current. SOL starts from discovery. Fedorova had absolutely no access to any information which was stonewalled by her Defendants and Agencies, particularly by HUD and GinnieMae who refused to answer her Freedom of Information Act requests regarding ownership and status of her alleged “loan with Perl” from May 2019 until August 30, 2021. After Fedorova petitioned Michigan Senator Gary Peters to submit inquiry to Ginnie Mae/HUD on her behalf, Ginnie Mae’s top executive Michael Drayne<sup>4</sup> on November 25, 2019 lied to Senator Peters that Fedorova’s alleged “loan” is in some “GinnieMae’s pool”. Only after Fedorova spent enormous amount of time, money and efforts, on August 30, 2021 Ginnie Mae FOIA Officer Sandra Wright told Fedorova that HUD has no records about Fedorova’s transaction; and on February 28, 2022 HUD’s FOIA Chief Deborah Snowden confirmed again that Ginnie Mae never had and currently does not have any records about Fedorova’s “loan” with Perl; and no records of any other claimed transactions. Which further supports Fedorova’s conclusion that her alleged “transaction” never happened. All described below torts are ongoing torts; and SOL is tolled by pandemic.

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<sup>4</sup> Michael Drayne is a former CEO of Chevy Chase Bank who defrauded investors and Ambac Insurers from \$5.2 Billion.

## DEMAND FOR INITIAL DISCLOSURES UNDER RULE 26

30. Defendants created extremely complex, mafia-style chain of thousands sham (mostly empty shells) corporate entities to cover for their involvement in homeowners' [here: Fedorova's] transactions. It is nearly impossible to identify a correct legal entity, many are identically named, as a right Defendant in Fedorova's case although most of them are incorporated and managed by the same Individuals who hold hundreds of various jobs, from Presidents to Secretaries, across all States. Fedorova needs to identify specific entities and individuals to be included as the actual parties and for Service of Process purposes.

Fedorova demand all her Defendants, corporate, individuals and HUD and GinnieMae (except Recorders and other Agencies), without awaiting a discovery request, provide:

(i) the name and the address and telephone number of each individual who is responsible for administration and collection of Fedorova's alleged "loan; who prepared her "Notices of Default"; "Modification"; "VA Partial Claim" and "Payoff Statement; and who likely to have discoverable information—along with the subjects of that information—that the disclosing party may use to support its claims or defenses;

(ii) copies of receipts of wire transfers receipts from Perl Mortgage, Inc. to Bell Title of Hastings, LLC on July 29, 2016; and from Bell Title to JP Morgan Chase as a payment on Fedorova's behalf to property Seller Stein; copy of the receipt of payment allegedly received by Perl after alleged sale of Fedorova's loan and disclose where and when this "sale" took place; a copy of receipt of payments (wire transfer, ACH, cashier's check) made by PennyMac for Fedorova's "loan" as required by UCC Art 9-203; copy of the ledger from the account receivable for Fedorova's alleged loan, prepared by an accountant or bookkeeper of Fedorova's alleged Creditor; a description by category and location of Fedorova's Note and other documents, electronically stored information, and tangible things that the disclosing party has in its possession, custody, or control and may use to support its defenses.

(iii) a computation of each category of damages claimed by the disclosing party—who must also make available for inspection and copying as under Rule 34 the documents or other evidentiary material, unless privileged or protected from disclosure, on which each computation is based, including materials bearing on the nature and extent of injuries suffered; and (iv) for inspection and copying as under Rule 34, any indemnification or insurance agreement under which an insurance business may be liable to satisfy all or part of a possible judgment in the action or to indemnify or reimburse for payments made to satisfy the judgment.

## PARTIES

31. Plaintiff Elena Fedorova, *ProSe* is an individual residing in Michigan.

32. Defendants:

Actual Servicers and Sub Servicers:

**William P. Foley, II** (“Foley”) as an Individual. Foley is one of master minds and leaders behind this entire criminal scheme. Foley created a sophisticated enterprise “Foley’s Enterprise”<sup>5</sup> consisting from thousands empty shell corporations, most of which exist in name only (like 850+ ServiceLinks). Foley governs and issues directions and facilitates management and supervision of the entire process of virtual lending, from originations to foreclosures and sales. Actors who are labeled as “lenders” and “servicers” receive instructions and documents via Foley’s Mortgage Servicing Platform (“MSP”) by providing them passwords. The same MSP used to hire lawyers who file foreclosures; and realtors who sell foreclosed properties. None of them know who is their actual client. Foley’s Enterprise controls various call centers who respond toll-free phone numbers under names of pretender “Servicers”; and P.O. Boxes where other FINTECH companies collect and process payments. Foley’s Enterprise under his leadership and guidance mercilessly gaslight Fedorova with letters, notices and demands on pretender Servicers letterheads to extort money as revenues of unknown to Fedorova Investment Bank. Foley’s website under his guidance and directions issues instructions to unknown to Fedorova employees who divert her payments without crediting a cent to her principal or escrow. On top of his extortion business, Foley collects revenues from publically trading data<sup>6</sup> about his Enterprise’s transactions with customers [here: Fedorova], without ever disclosing or it sharing with customers, who were unknowingly drafted to be so-investors in this scheme. Foley’s Enterprise controls most major Title Insurance Companies who deceptively sell bogus “policies” which Foley has no intention to adhere; or acts as a Claim Processing Agent, as in Fedorova’s situation. These policies only intended to cover for Foley’s Enterprise members’ crimes. Foley instructs and guide his members to conduct illegal foreclosures and hire local law firms [here: Potestivo & Associates] whom Foley and his employees issue instructions via his computer system where lawyers receive logins and follow Foley’s directions. Foley is citizen of Florida

**Anthony Jabbour**, “Jabbour” as an Individual member of Foley’s Enterprise who is responsible for Black Knight’s branches operations. Jabbour is citizen of Florida.

**Michael L. Gravelle**, (“Gravelle”) as an Individual. Gravelle is a lawyer licensed in Illinois since November 10, 1988, and a leading member of Foley’s Enterprise who provide Foley legal advices. Gravelle incorporated numerous empty shell corporations, including chain of 850+ ServiceLinks, including ServiceLink National Flood, LLC who determined fake Flood Zone for Fedorova’s property. Gravelle holds 724 various jobs in Foley’s Enterprise, from President to Secretary. Gravelle has served as EVP, General Counsel, and Corporate Secretary of Fidelity National Financial since January 2010, having joined a subsidiary of FNF in 1993. Mr. Gravelle has also served as EVP and General Counsel of BlackKnight, Inc. and its predecessors [Lenders Processing Services, Inc./DocX, LLC] since January 2014. He served as EVP, Chief Legal Officer, and Corporate Secretary of Fidelity National Information Services from February 2010 until February 2013. Gravelle’s his main office is in Las Vegas, NE, thus Gravelle is Nevada resident.

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<sup>5</sup> In August 2022 Foley filed for a merger his criminal enterprise with Intercontinental Exchange, Inc. who owns New York Stock Exchange, MERS Corp and its affiliates; Covius and its Affiliates, including sub-forger National Title Clearing Company, Inc. and many other FINTECH companies and various call centers who operate under Foley’s Enterprise leadership

<sup>6</sup> <https://www.investor.fnf.com/static-files/7d8c41b2-c720-46a9-9be4-0fa1c084551e>



**Christopher Azur**, (“Azur”) as Individual. Azur is a leading member of Foley’s Enterprise who holds 55 jobs in Foley’s enterprise and is responsible for supervision and operation of ServiceLink nest doll shell corporations; and for the overall the organization and support. Azur is citizen of Pennsylvania

**Marjorie Nemzura** (“Nemzura”) as Individual. Nemzura is a leading member of Foley’s Enterprise and a lawyer who provide Foley legal advices. Nemzura holds 607 jobs within Foley’s Enterprise. Nemzura is a licensed in Illinois lawyer and citizen of Illinois

**Madeline G.M. Lovejoy** (“Lovejoy”) as Individual and member of Foley’s Enterprise who holds 133 jobs, from President to Secretary. Lovejoy is citizen of California

**Todd Johnson**, as an Individual and a member of Foley’s Enterprise who holds 487 jobs, from President to Secretary. Johnson responsible for incorporation and operation of documents forgery mill DocX, LLC since 2008, the same day as Loraine Brown DocX, LLC was dissolved. Johnson is a top executive for various ServiceLinks. Johnson is a licensed lawyer and Florida citizen.

**April Johnson**, as an Individual. April is a member of Foley’s enterprise, holds 114 various jobs and responsible for operation of forgery mill DocX, LLC and ServiceLink. Johnson is Georgia resident.

**Miriam Moore**, (“Moore”) as an Individual. Miriam Moore is the part of Foley’s Enterprise and Division President of Default Services for ServiceLink. In this role, she is responsible for the overall management and performance of the Default Title and Close, Field Services, ServiceLink Auction, ASAP, Asset Management and Process Solutions groups, as well as the expansion of default products and services to meet servicers’ strategic needs. Moore is a licensed in CA lawyer and citizen of California.

**Fidelity National Financial, Inc.** (“FNF”) as a parent corporation in Foley’s Enterprise. FNF is a provider of bogus title insurance and settlement services to the real estate and fake mortgage industries. FNF controls Chicago Title Insurance Company, Commonwealth Land Title Insurance Company, Fidelity National Title Insurance Company, Alamo Title Insurance, Lawyers Title, and Ticor Title and many other companies, in violation of all Antitrust laws, under nose of authorities, specially Department of Justice. FNF is Delaware corporation with headquarters in Florida. FNF is a citizen of Florida.

**Fidelity National Title Insurance Company**, (“FNTIC”) as Claim Processing Agent in Foley’s Enterprise who has agreements with Title Companies who are not official parts of Foley’s Enterprise, here: First American Title and Bell Title Agency. FNF is a Delaware corporation with headquarters in Florida. FNTIC is a citizen of Florida. Fidelity is publically traded.

**Black Knight, Inc.**, (“BK”, formerly Lenders’ Processing Services, Inc. (“LPS”) / DocX, LLC) is a FINTECH company in Foley’s Enterprise who maintain a sophisticated database for 62% of all alleged “mortgages” and servicing activities, such as originations; collection and distribution of funds; defaults; foreclosures, ect. acting under glimpse of various actors, like Perl, Caliber, PennyMac, ect. who rent their names for the letterheads. BK is as a real Servicer who service undisclosed to homeowners Wall Street Investment banks. BK generates self-serving notices, statements, and correspondence sent by mail services for FINTECH companies operating under

AI instructions. It never comes from the alleged creditor itself or even from named “Servicer”. BK is a Delaware corporation with headquarters in Florida. BK is citizen of Florida.

**Black Knight Financial Services, Inc.** Servicer, Delaware corporation with headquarters in FL

**Black Knight Financial Services, LLC**, Servicer Delaware corporation with headquarters in FL

**FIS Output Solutions, LLC**, is part of Foley’s Enterprise, Servicer who had non-authorized access to Fedorova’s credit report with Equifax without permissible purpose. FIS is FL citizen

**ServiceLink Holdings, LLC**<sup>7</sup> Servicer, Delaware corporation with 850+ branches in all States ServiceLink consists of FNF’s former ServiceLink division and Lenders Processing Services’ former transaction services business. ServiceLink provides a full suite of origination and default related products and services to leading national and regional mortgage originators. Its primary offerings include: A comprehensive suite of title, closing and escrow services and flood certifications; Market-leading appraisal and valuation solutions; Default- related services, including asset management, field services and sales and posting. ServiceLink is a resident of FL **ServiceLink National Flood, LLC**, is one of 16 empty shell Servicers incorporated by Christopher Azur and Michale L.Gravelle, in Texas as a Delaware Corporation with headquarters in Florida, thus FL citizen.

**ServiceLink, LLC**, aka ServiceLink Title Company LLC, is one of 13 a shell Servicer organized under laws of Pennsylvania and incorporated in Michigan by Marjorie Nemzura, with principal office in Wilmington DE c/o The Corporation Trust Company. ServiceLink is acting under authority of Chicago Title Agency, LLC and has headquarters at 601 Riverside Av. Jacksonville Florida, thus FL citizen.

**DocX, LLC-2** (“DocX”) is a part of Foley’s Enterprise and a Servicer which was incorporated on September 25, 2004 where Lorraine Brown was appointed as a manager. Brown’s DocX was incorporated on January 08, 2004 and dissolved on September 24, 2004.. On June 17, 2008 lawyer Todd C. Johnson filed amendment to Articles of incorporation which moved all DocX-2 operations under Foley’s Enterprise and managed by April L. Johnson. While Brown took one for the team and went to jail, her DocX-1 was defunct for a long time and all document forgeries were conducted by Johnson’s DocX-2, under leadership of Foley. DocX’s is an active Georgia Corporation and filed its Annual Registration on February 25, 2022 by Nemzura.

**FiServ, Inc.** (“FiServ”) is a Fintech company controlled by JP Morgan Chase&Co. FiServ performs 38% of all servicing activities under directions from and/or in cooperation with Foley’s Enterprise. Fiserv is mailing Fedorova “correspondence” and “billing statements”, fraudulent “Modifications” and fake “payoff statements” in collaboration with Foley’s Enterprise. All Fedorova’s letters and demands for payments are coming either from FiServ [who admitted it] or from Foley’s Enterprise. FiServ is publically traded and receive substantial revenues by trading data about transactions with customers, without disclosing it or sharing any profits which customers. FiServ is registered in Delaware and resident of Wisconsin.

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<sup>7</sup> ServiceLink entities involved in this transaction are attached as Exhibit

**LinkPoint International, Inc.** (“LinkPoint”) is a part of Biginano’s Enterpsise and Servicer.

**Frank Bisignano**, as Individual. Bisignano is a former CEO of JP Morgan Chase Bank who operates a sophisticated enterprise (Bisignano’s Enterprise) in terms of receipt, collection, depositing, and disbursement of funds. The actors [here: Perl, Caliber and PennyMac] provide their names to be used as a front for Foley and Biginano’s enterprises who are performing and controlling functions as are normally attributed to “servicers.” Foley and Bisignano’s FINTECH servicers do not work for the actor who has been named as the servicer or lender. They work for an undisclosed investment bank [here: likely Morgan Stanley]. Biginano’s Enterprise is printing and mailing Fedorova “billing statements”; Notices; letters; “Modifications”; “Payoffs” and other fictitious documents on actor’s PennyMac letterheads. Bisignano is also a President of LinkPoint International, LLC, whose address is 6101 Condor Drive, Moonpark CA 93031. Biginano is resident of Wisconsin.

**Jeffrey Yabuki**, “Yabuki” as Individual. Yabuki is a part of Bigignano’s Enterprise and a CEO of Fiserv Inc. between 2005-2020. Yabuki is citizen of Wisconsin.

**Himanshu Patel**, “Patel” as an Individual. Patel is a part of Bigignano’s Enterprise as Co-Head of the Banking organization at Fiserv, Inc and CEO at LinkPoint. Patel is jointly responsible for enabling Fiserv and fintech clients through the development and delivery of bill payment, data aggregation, and account processing solutions acting under glimpse of various actors called “servicers”. Patel served as EVP and Chief Financial Officer at First Data beginning 2015 and was a key partner in strategic transactions including the combination of First Data with Fiserv in 2019. Patel’s experience includes 16 years at JPMorgan Chase, where he was a top-ranked equity analyst, and served as head of strategy within the company’s mortgage banking division. Patel is citizen of Wisconsin

**Adam Rosman**, “Rosman” as an Individual. Rosman a lawyer who provide legal advices and services to Biginano’s enterprise and CEO for FiServ, Inc and LinkPoint. Rosman is Chief Administrative Officer and Chief Legal Officer at Fiserv, Inc., leading legal, compliance, ethics, and government relations. Rosman is responsible for developing and leading the organization’s corporate legal strategy and managing its compliance, ethics and government relations programs. He is also responsible for managing day-to-day operations and implementing the company’s strategic plan. Rosman is a licensed in New York lawyer and citizen of New York.

**Eric Jorgensen**, “Jorgensen” as an Individual. Jorgensen is CA lawyer who pretend he works for PennyMac Loan Services, LLC. In fact, Jorgensen is employed by FiServ, Inc. and provided them legal services. Jorgensen is licensed in CA lawyer and citizen of California.

**CoreLogic, Inc.** (“CoreLogic”) is a Servicer who performs various activities for Foley and Biginano’s Enterprises, particularly pay Fedorova’s property taxes, purportedly from her escrow money. CoreLogic and when TRW Real Estate Information Services entered into a partnership, part of which was renamed Experian in 1996. In September 1997, majority ownership of Experian’s real estate information business was acquired by The First American Corporation, in a partnership with Experian. In 1997 the company was later renamed as CoreLogic Systems. In March 2007, First American Corporation merged its First American RES subsidiary with CoreLogic Systems, under the FARES LLC subsidiary division began operating under the name First American CoreLogic which is citizen of California.

**Patrick Dodd**, (“Dodd”) as Individual. Dodd is current CEO for CoreLogic who issues all directions and guidelines and maintain control over CoreLogic’s operations. Dodd is citizen of California.

**Frank Martell**, (Martell) as an Individual. Martell is a former CEO for CoreLogic who issued all directions and guidelines and maintained control over CoreLogic’s operations until 2022. Martell is citizen of California.

**Exela Technologies Inc.**, (“Exela”) Servicer who owns various subservicers, who collects and process Fedorova’s payments according to instructions and guidelines from Foley and Biginano’s Enterprises with whom Exela has various lockbox and indemnification agreements Exela is registered in Delaware, resident of Texas who owns and controls various sub-servicers [below] who collects Fedorova’s payments from various P.O. Boxes in Texas and California and process them for unknown to her parties.

**SourceHOV, LLC**, (SourceHOV, part of SourceHOV Holding, Inc.) is a branch of Exela and Sub-Servicer designated to receive and process Fedorova’s payments via overnight delivery. SourceHOV is a citizen of California.

**Transcentra, Inc.**, (“Transcentra”) is a branch of Exela and Sub-Servicer designated to receive and process Fedorova’s payments from P.O. Boxes in Dallas TX post office. Transcentra is Delaware’s Domestic International Services Corporation who can transfer money offshore without paying US taxes. Transcentra is Delaware corporation with offices in Texas.

**Regulus West, LLC** (“Regulus”) is a branch of Exela and Sub-Servicer designated to receive and process Fedorova’s payments from P.O. Boxes in Los Angeles, CA post office. Regulus is Delaware Corporation whose place of business is in California.

**Par Chadha**, (“Chadha”) as an Individual. Chadha is the Chairman of Exela. Chadha has served as Chairman of SourceHOV since 2011. Chadha is a citizen of Texas.

**Ronald Cogburn**, (“Cogburn”) as Individual. Cogburn served as CEO of Exela Technologies from 2017 to 2022. Prior to Exela, he served as CEO of SourceHOV starting in 2013 and has been part of companies that were predecessors to SourceHOV since 1993 providing executive leadership. Cogburn is Texas citizen.

**Covius Document Services, LLC** (“CDS”) fka Walz Group, LLC, is a Servicer who prepared and sent Fedorova unsigned Notices of Default acting under glimpse of “PennyMac”. CDS is a Part of Walz Group LLC, Walz Holdings, Inc. Walz Secured Outsourcing, LLC; Walz Postal Solutions, Inc. CDS is a Delaware Corporation with headquarters in California, thus CA citizen.

**Rod Walz**, (“Walz”) as an Individual. Walz is Walz Group LLC Founder and CEO. Walz is a citizen of California.

**Kevin Miller**, (Miller”) as an Individual. Miller is Covius Document Services, LLC CFO and a citizen of California.

**Covius Holdings**, (“Covius”) is a Servicer and an owner of document forgery mill Nationwide Title Clearing and CDS. Covius is part of Intercontinental Exchange, Inc. (ICE, owner of



NYSE, MERS, Simlfile and array of various FINTECH companies) . Covius of a Delaware corporation with place of business in Colorado.

**Rob Clements** as Individual who controls and issues instructions to Covius. Clements is Colorado citizen.

**Franklin Credit Management Corporation**, (“Franklin”) is a Servicer who prepared and mailed Fedorova unsigned Notices of Default acting under glimpse of “PennyMac” , per Foley and/or Biginano’s Enterprises. Franklin’s business classification is acquisition and servicing of residential mortgage loans. Franklin is a Delaware corporation, registered in New Jersey whose branch is operating from Temecula CA. Franklin is New Jersey resident

**Thomas Axon**, (“Axon”) as Individual who issues instructions for Franklin and answerable to customers. California citizen

**Pinnacle Document Services, LLC**, (“Pinnacle”) is a sub-Servicer and TX corporation.

Pinnacle mailed Fedorova letters per instructions from Foley and/or Bisignano’s Enterprise.

**Mark W. Sheldon**, Auctioneer who was retained to sell Fedorova’s property, MI resident

**DETROIT LEGAL NEWS PUBLISHING, LLC**, posted non-authorized false Advert, MI resident

**BRADLEY L. THOMPSON II**, President of DLNP who manages and issues instructions, MI resident

**Anna Graham**, DLNP employee who ordered Fedorova’s foreclosures and hired, MI resident

**Ban Ibrahim**, DLNP publisher, MI resident

**GI Partners**, is a sub-servicer under leadership of GI Partners, Rick Magnuson, who served as Deputy Managing Director of Nomura International's Principal Finance Group in London, which he joined in 1994. Previously, Mr. Magnuson was a Director of Investment Banking at Merrill Lynch & Co. GI Partners are IL citizen.

**RR Donnelly**, is a sub-servicer who mailed Fedorova correspondence per instructions from Foley and/or Biginano’s Enterprise. RR Donnelly is Illinois resident.

**Cedar Document Technologies, Inc.**(“Cedar”) is a sub-servicer who mailed Fedorova correspondence per instructions from Foley and/or Biginano’s Enterprise. Cedar is GA citizen.

**Cyprex Services, LLC**, Servicer, Delaware Corporation is a sub servicer who organized and/or committed numerous trespasses to Fedorova’s property and chattels; and invaded Fedorova’s privacy, took various pictures of her personal belonging per instructions from Foley and/or Biginano’s Enterprises. committed and

**RSB Field Services**, Arizona Corporation

**Randy Balamut**, owner of RSB Filed Services, Arizona resident

***Pretender Servicers, Pretender Trustee, Pretender Lender, Pretender Mortgagee***

**Bank of New York Mellon Corporation**, “BONY” Alleged Trustee for Ginnie Mae’s “Pooled Security”(whatever it means) and an unidentified Trust who rents its name to various Stockbrokers [Investment Banks] mostly to use it as a fake “Plaintiff in illegal foreclosures. BONY is citizen of New York.

**Antonina Caramiso**, as Individual co-conspirator. Caramiso is a citizen of New York

**Michael Castelee**, as individual co-conspirator , citizen of New York.

**Perl Mortgage, Inc**, (“Perl”) is Pretender Lender who collected Fedorova’s information to pass it to Foley’s Enterprise and received fees after Perl deceived Fedorova to sign fake documents. Perl was dissolved in Michigan on April 19, 2019, thus at the time of alleged “assignment of mortgage” “ was a defunct corporation



**Kenneth Perlmutter**, President,  
**Alex Margulis**, Mortgage Loan Officer,  
**Terry Salerno**, Underwriter

**Bell Title Agency of Hastings, LLC** (“Bell Title”) as Closing Agent and Pretender Title Insurer. Bell Title defrauded Fedorova when their employee deceived her about consideration and bogus Title insurance policy from undisclosed to Fedorova parties. Bell Title is Michigan citizen

**Leigh Kraushaar**, “Kraushaar” as Individual . Kraushaar is the owner of Bell Title who issues all instructions to her employees. Kraushaar instructed Turner to lie and withhold information. Kraushaar is Michigan citizen.

**Deanne Turner**, as Individual. Turner is former employee of First American Title who lied to Fedorova about consideration and real parties; and instructed her daughter-in-law Blake Turner to withhold information from Fedorova and call local police to escort Fedorova from the office. Turner is Michigan citizen

**Blake Turner**, as Individual who refused to provide Fedorova mandatory information and called local police to escort Fedorova from her office. Turner is Michigan resident

**JP Morgan Chase, a National Banking Association**, “JPM” pretender Lender for property Seller . JPM is publically traded and sells various fake “debt” “securities” to investors, which are purportedly backed by consumers “loans”. JPM is a part of the biggest economic crime where they luring customers into executing documents that failed to comply with laws, fail to disclose the real terms of the deal, fail to adequately compensate and protect customers for their involuntary participation in an illegal unregulated securities scheme and file fraudulent collections to steal back money paid as wages. JPM headquarters are in Ohio.

**Jamie Dimon**, as an Individual who is in charge of all aspects of aJPM’s operations and procedures, supervise and direct JPM’s decision makers, govern operations such as lending requirements. Dimon is personally answerable to the customers for violations of these policies.

**Bank of America, N. A. National Banking Association**. “BANA”. Co-conspirator who provide bank accounts to fellow investment banks who open it under name of designated “servicers” – here Caliber Home Loans, Inc. where Servicer Exela deposited Fedorova’s payments.

**First American Title Insurance Company**, (“FAM”) as Title Insurance Provider and co-conspirator who sold a bogus Title Insurance policy to Fedorova via its sham conduit Bell Title without disclosing her who is the actual insurer and claims processor and about terms of this insurance. FAM is California resident.

**Dennis J. Gilmore**, (“Gilmore” as Individual who is responsible for FAM operations, issue instructions and personally answerable to customers [here: Fedorova] .

**The American Land Title Association**, (“ALTA”) as Trading Association for Bell Title et. al; First American Title and Fidelity National Title Insurance Company who issues instructions and guidelines to their members.

**Daniel M. Wold**, as an Individual who issues instructions and guidelines to ALTA members. Is **ALTA Elected President and EVP** Old Republic National Title Insurance Company who issues bogus Title insurance policies which they refuse to adhere.

**Jack Rattikin III**, as an Individual who issues instructions and guidelines to ALTA members

**Don Kennedy**, as an Individual who issues instructions and guidelines to ALTA members

**Mortgage Electronic Registration Systems, Inc. ("MERS")**, is citizen of Virginia who is not registered to conduct business in Michigan, acts as pretender "Mortgagee" It has virtually no employees, no loss reserves, no capital. Its record-keeping is a joke. It is now widely recognized that MERS facilitated fraud by lenders, servicers, foreclosers and securitizers. Even on the most charitable interpretation it is very difficult to believe that MERS was not fraudulent by design. Because MERS broke the chain of title, the foreclosing banks have no legal right to the properties. Yet, it imply to be an agent of these members, and uses the "recording" at its registry as the basis for its claim that it can foreclose. But it has no idea whether any of the information is accurate and does not input any information. In other words, it neither knows nor cares whether the company that wants to foreclose has ever owned, much less still owns, the mortgage.

**Intercontinental Exchange, Inc., ("ICE")** is owner of MERS since June 2016 and its affiliates; Covius and its affiliates; NTC, Simplifile, LLC and New York Stock Exchange. ICE is registered in Delaware and citizen of Georgia

**Benjamin Jackson**, as Individual who issues instructions and answerable to customers.

**Caliber Home Loans, Inc.** fka ("Caliber", fna Countrywide Financial, Inc.) is a low-capitalized entity who rents its name to Foley and Biginano's enterprises for a fee to be used on letterheads. Caliber is a Pretender Servicer, Delaware corporation, headquarters in Texas.

**PennyMac Loan Servicing, LLC**, ("PennyMac", fna Countrywide Financial, Inc. ) a low-capitalized entity who rents their names for a fee to be used on letterheads prepared by real Servicers from Foley/Bisignano Enterprises. PennyMac pretends to be Fedorova's Servicer. The business of PennyMac is to pose as a creditor or an agent representing a creditor when in fact it is neither. Despite correspondence and notices posted under the name of PennyMac by unknown people who sign nothing, it actually does not receive nor disburse any money. The entire business model is devoted to steering consumers into default with false statements of authority and false reports that are not related to any data input by any PennyMac employee. They also like to lie about "audits" when "loans" are "boarded," which seems to be something that never actually happens. Nobody actually says what PennyMac does. It often poses as creditor when it is in fact acting as an agent for third parties. Those third parties, when pushed, cannot supply any corroborative evidence that they own any debt, note or mortgage. They have always been parties to Purchase and Assumption Agreements (both titled as such and using other titles) in which the complete ownership and control of any closing and servicing of any transaction with homeowners is vested in those third parties. In short, the business of PennyMac has limited to collecting royalties for use of its name — the same as national banks [here: BONY] who pose as trustees of nonexistent trusts implying nonexistent trust accounts with nonexistent unpaid loan accounts. PennyMac has also allowed the hiring of robowitnesses to testify in court in sworn testimony — asserting that PennyMac is a servicer who receives, deposits, and distributes payments from homeowners to creditors. This has always been false. Such witnesses testify that reports offered in court are a compilation of data produced from

PennyMac's business of collecting and distributing money. This is also false. The financial technology (FINTECH) companies that perform all such work are not subject to any control or direction from PennyMac, nor are they working indirectly on PennyMac's behalf. In short, virtually all activities attributed to PennyMac are false. Legally they could not be the foundation for any admissible evidence in a court of law nor the foundation for any statement or notice (e.g., a notice of default) that FINTECH companies mail under the letterhead of Ocwen. PennyMac and related companies [here: Caliber] appear in the chain of paper in hundreds of thousands of transactions that are falsely labeled as "mortgage loans. Without PennyMac's role in foreclosures claiming trillions of dollars due, there would have been no such foreclosures. If the foreclosure actors used the name of any other party, who was actually involved in the money trail, they would have lost each foreclosure attempt, because there is no unpaid loan account on the books and records of any FINTECH company or any creditor named in the false statements, notes and claims filed by lawyers representing foreclosure mills. Thus, the potential liability for PennyMac, related companies, and individual management is in the trillions.

**PennyMac Financial, Inc.** ("PNF") as PennyMac Loan Servicing, LLC parent company, low-capitalized entity who sells "securities" to investors purportedly "backed" by PNF "servicing rights" which PNF does not have since they don't service anyone.

**David Spector**, "Spector" as Individual who issues instructions and answerable to customers  
**Jeffrey Grogin**, as Individual who issues instructions and answerable to customers, Spector is CA resident.

**Andrew Chang**, ("Chang") as Individual who is responsible for financial transactions and issues instructions and answerable to customers, Chang is CA resident.

**Theodore W. Tozer**, ("Tozer") as Individual, former head of Ginnie Mae who was orchestrating this fraud from the top position in the public office between 2010-2017. Now Tozer is on PennyMac's Board of Directors and who issues instruction to PennyMac employees and answerable to customers.

**Nationwide Title Clearing, LLC** f/d/b/a Nationwide Title Clearing, Inc., Document forgery factory, Sub-forgery

**John Hillman**, (Hillman") as Individual who is responsible to instruction and guidelines and answerable to customers. Hillman is Florida citizen.

**Dave LaRose**, (LaRose) as Individual. LaRose is a forger whose job is to attach electronic signatures on thousands fabricated by Foley's Enterprise documents, likely generated via DocX-2 without any verification of documents or identities of various "executives" most of whom exists in name only, for stamp purposes.

**Equifax Information Services, LLC** ("Equifax") is one of 50+ shell corporations registered in Georgia who reported false information on Fedorova's credit report and allowed non-authorized party FIS Output Solutions a non-permissible access to Fedorova's report. Equifax is a DE corporation dba in Georgia, this GA resident.

**Potestivo and Associates, P.C.** ("P&A") Debt Collector, resident of Michigan

**Charlotte Haack**, Debt Collector, Resident of Michigan licensed to practice law in Michigan

**Brian Potestivo**, Principal for P&A and supervisor for Haack; registered to practice law in MI

**Alexander Potestivo**, Principal for P&A and Supervisor for Haack. Licensed in IL

**Michael Woods**, Principal for P&A and supervisor for Haack. Registered to practice law in MI

All listed above Defendants are directly or indirectly involved in illegal collection in violations of FDCPA, RICO and other laws and use mail in interstate commerce ; and jointly and severally liable to Fedorova for all damages.

*Agencies and Regulators:*

*All Agencies owe Fedorova duties to protect her from illegal business practices of listed above Defendants, investigate her complaints and conduct corrective actions. All Agencies failed its duties, which resulted in damages to Fedorova.*

The United States Department of Justice  
The United States Senate Committee on Banking, Housing, and Urban Affairs  
The Consumer Financial Protection Bureau,  
The Securities and Exchange Commission  
The Department of Housing and Urban Development  
The Government National Mortgage Association  
Michael Drayne, as an individual  
The Federal Trade Commission  
The Federal Deposit Insurance Corporation  
Michigan Department of Financial and Insurance Services  
Michigan Office of Attorney General  
Michigan Barry County Recorder of Deeds  
California Department of Business Oversight  
Florida Office of Governor DeSantis Notary Section  
Florida Office of Attorney General  
New York Office of Attorney General  
The State of Michigan Bar. Licensing and supervising authority for P&A lawyers.  
Illinois Attorney Registration and Disciplinary Committee, licensing and supervising authority for Nemzura and Alexander Postestivo lawyers.  
The State Bar of California, licensing and supervising authority for PennyMac lawyers;  
ServiceLink lawyers  
The Florida Bar

Plaintiff believes and based on such belief further alleges that these are other individuals, groups, and/or entities entitled as Joe Does whose presence in this action may become necessary upon further research, whose true identities and capacities are not yet known to Plaintiff and leave of the Court will be requested to add same as additional named Defendants herein at such times as their true identified and capacities and involvement in same may become known.

**FACTUAL BACKGROUND:**

33. On June 15, 2016 Fedorova contacted Illinois company Perl Mortgage, Inc. (“Perl”) who posed as a “lender” who offered her to purchase a VA loan. Perl’s representative Alex Margulis sent Fedorova a password to a secured website and instructed to fill out an Application with her information. Fedorova did not know with whom she submitted her Application and was confident it was with Perl, as a Lender. As Fedorova later discovered, her application was received in processed in California, by undisclosed to her parties, and this “secured website” was one of Mr. Foley’s Black Knight’s FINTECH platforms, likely MSP or Empower. Ex. 1

34. During “origination” Perl’s agent Terri Salerno informed Fedorova that her property is in the Flood Zone and she must purchase a very expensive Flood Insurance policy (\$1,200 per year) on top of her regular home insurance policy. When Fedorova expressed her doubt that her property is in the flood zone, Salerno laughed *“Oh, yes, it’s in the flood zone!”* Fedorova relied on Salerno representation. As Fedorova later discovered, her property was not in the flood zone. The Flood Zone Determination was conducted by the same FINTECH Black Knight owned by Foley and Jabbour; and its subsidiary ServiceLink National Flood, LLC under leadership of Mr. Gravelle and Azur, to cause her additional monetary damages for unnecessary insurance. Ex. 2.

35. On July 26, 2016 Perl’s Agent Margulis provided Fedorova forged RESPA disclosures where Perl failed to include the real parties in her transaction, including Caliber Home Loan, Inc. (“Caliber”) (former Countrywide Financial, Inc.); and white-out the line with Pacific Time zone indicating that this transaction was originated in California by undisclosed parties. Fedorova found the unaltered RESPA only when she received her closing package after she submitted her request for help with MI Senator Peters on August 13, 2019. Ex. 3. This Disclosure only listed Perl, Bell Title and Miller Real Estate agency and did not disclosed other parties.

36. During all time in question Fedorova received electronically generated unsigned letters



which appeared from Department of Veteran Affairs. The illusion was complete. Fedorova later discovered that these letters “from VA” were sent by undisclosed FINTECH companies Pinnacle Data Services, LLC a sham conduit for Fidelity National Financial, Inc. and MPM Communications, LLC. Both are Servicers under CFPB rules and both refused to answer Fedorova’s QWR to disclose their authority to send her letters on behalf of Department of VA.

37. On July 27, 2016 someone (Fedorova assumed it was Perl) emailed her Commitment Letter under name of “*Caliber Home Loans, Inc. OB Check VA 30 years fixed*” – which Fedorova assumed was the name of the product sold by Perl. Ex. 4. Fedorova later discovered, that this Commitment letter for alleged “VA loan” came from a FINTECH platform acting on behalf of an undisclosed third party with no contractual relationship with Caliber or Perl. Ex. 4

38. On July 29, 2016 Fedorova had a closing at local Title Company, Bell Title of Hastings, LLC, (“Bell Title”) who also acted as an alleged Fedorova’s Title Insurance provider. As Fedorova later learned, the actual Title Insurance provider was First American Title Company – who was also not disclosed in RESPA, which was another deception. Fedorova learned about FAM’s involvement when she received her policy in the mail.

39. During the closing Bell Title agent Deanne Turner (“Turner”) told her that they are “*good to go*” to sign documents. Fedorova assumed that Bell Title and Turner received a wire transfer from Perl on her behalf and assumed that Bell paid off any outstanding liens for this property since Turner provided her a Property Deed. Fedorova reasonably relied on Mr. Turner’s statements and did not request a receipt from this wire transfer or conducted any additional Title search after closing. Turner never offered Fedorova any copies of receipts of money wired to Bell Title from Perl on her behalf or any receipts of payments on my behalf by Bell Title to the property Seller Stein and his alleged “Lender” J.P. Morgan.

40. Fedorova later discovered, Bell Title and Turner never received any wire transfers from Perl or anyone else; never wired any money on her behalf to JP Morgan; and the property had a prior “Mortgage” lien until August 23, 2016, which was not properly released as of today. Defendants refused to respond and stonewalled all Fedorova’s questions and requests for proof of lending, in the most hostile manner. Fedorova received one (1) unsigned written response to her CFPB Complaint claiming that Bell Title received a wire transfer directly from Perl but neither Bell Title or Perl never provided any collaborative evidence to this statement and Bell Title never confirmed if they made any wire transfers or other type of payments on Fedorova’s behalf to property Seller’s alleged “lender” JP Morgan. It was only implied.

41. Fedorova was absolutely confident that actual money from Perl came to the closing table and signed a document which appeared to be a standard Mortgage Form which indicated VA Case number evidencing that this loan is with GinnieMae and it is not assumable without approval of Department of Veterans Affairs. However, this Form also designated MERS (June 2016 owned by Intercontinental Exchange, Inc. (“ICE”)) as a nominee for Perl and even gave MIN number related to this transaction. Fedorova did not questioned MERS authority to assume *“not assumable without approval from VA loan”* since Turner said it is a standard procedure.

42. Again, Fedorova was confident that she was dealing with legitimated parties since her transaction was allegedly guaranteed by GinnieMae and had no suspicion that she became a victim of the biggest economic fraud ever existed in the World’s history. This instantly invalid “Mortgage” was recorded with Barry County, MI, on September 9, 2016 as Document No. 2016-008879, which is long after Perl allegedly “sold” it to GinnieMae “sometime in August 2016”.

43. As Fedorova later discovered, Perl, did not assign MERS as “their nominee and “mortgagee”; and had no legal right to assign MERS anything for the simple reasons: (i) MERS

only served its members and Perl was not MERS' member; (ii) MERS is an implied agent who is a naked title holder with no power of transfer or satisfy the lien except that ordered by the owner of the underlying obligation, who is implied to be receiving money from Fedorova. Perl was not a Lender and not even a real participant in Fedorova's transaction who never funded anything in Fedorova's transaction and never received any money for her "loan".

44. Perl was an actor hired to receive fees for inducing Fedorova to sign Mortgage and Promissory Note under Perl's name without consideration because Perl never loaned Fedorova a cent and never received any of these documents. Perl's "nominee" MERS also never received this "Mortgage" although delivery is implied. (ii) Mortgages secure real debt. Without money (actual debt) Mortgages are merely a piece of paper which has legal nullity. Here is no single financial document evidencing that any real money were involved in Fedorova's transaction (iii) MERS from June 2016 is owned by Intercontinental Exchange, Inc. ("ICE")<sup>8</sup> who was never mentioned in any documents with Fedorova. Thus, MERS can't be a mortgagee for Perl *de facto* and *de jure*.

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<sup>8</sup> ICE purchased the New York Stock Exchange ("NYSE") for around 8 billion dollars, and it is now worth over 11 billion dollars (huge profits fueled by trillions of dollars of illegal foreclosures and the unrecognized devaluation of the dollar) (<http://finance.yahoo.com/news/ice-closes-11b-acquisition-nyse-135835485.html>) ICE also claims to have purchased MERS and when looking into ICE, it is traded (oddly being the NYSE) on NASDAQ which lists 51 pages of stock ownership in ICE which includes virtually everyone and anyone involved in the financial fraud and corruption scheme. The pirates include Black Knight who fabricates the forged documents, Bank of America, N.A., Bank of New York Mellon Corporation; as well as Rothchilds, Rockefellers, Goldman Sachs, T Rowe Price (largest investor), Wells Fargo, Citi, et The list of participants goes on and on with billions of dollars and half a billion shares outstanding. Not to mention that the government sponsored, investment bankers led GSEs Fannie Mae and Freddie Mac are owners as well. The risk is evenly distributed among the Too Big To Fail Too Criminal to Jail institutions with no party owning more than 10% ownership in shares requiring disclosure (of course). ICE's ownership, like MERS, is buried in Delaware (current main stronghold place for modern pirates, marauders and thieves of every stripe) corporations with 3 different entities claiming the exact same name. This shell game of mergers and name changes makes it nearly impossible to identify who actually owns anything since no court in the country will enforce discovery or any subpoena on them since each county/pension is invested themselves. Regulators are instructed to look the other way.

45. Fedorova also discovered that Mr. Foley's Black Knight [who was the real originator] secretly transferred "ownership" of Fedorova's Note to Caliber via robosigned by "Collateral Shipper Jordan Luna" Allonge on her closing day July 29, 2016 [or earlier]. Fedorova's attempts to discover where "Jordan Luna" was employed and his authority to transfer her Note always failed. Caliber did not get this Allonge. It was never delivered and they never received it. This document was prepared and executed under circumstances where delivery was implied.

46. Caliber, who is a thinly capitalized entity who rents its name to various FINTECH to be used on various letterheads, denied any involvement in Fedorova's transaction until August 18, 2016, and only as a Servicer [without any servicing functions] for undisclosed to Fedorova parties. The actual Note is still missing from all records. Thus, all parties and transaction which appeared as real were in fact a pure fiction and fraud.

47. On August 18, 2016 Fedorova received a letter which appeared to be from Caliber who claimed that they assumed Servicing from Perl. As Fedorova later learned, this letter was mailed by FINTECH company Cedar Document Technologies, Inc. located at One Ravinia Dr. St. 1700, Atlanta GA who is part of Peloton Technology Group owned by Presisely Company - all of whom are FINTECH companies hired by unknown to me parties.

48. Fedorova started receiving billing statements on Caliber's letterheads directing her to send her payments to P.O. Box 650856 in Dallas Texas. Fedorova sent her payments as directed and never questioned Caliber's authority to collect them or asked whom Caliber was servicing.

49. Fedorova presumed that Caliber is acting under authority of GinnieMae who is the owner of her alleged obligation. For this reason Fedorova never conducted any investigation who actually receives her money and who makes payments from her escrow account on her behalf. She presumed it was done by Caliber's employees. Which turned to be completely untrue.

50. Fedorova's first suspicion emerged after she discovered that her property is not in the flood zone as it was falsely claimed by Perl. Fedorova hired local land survey company for \$650.00 and received a Map Determination that her property never was in the Flood zone. This "determination" was fabricated by Foley's Enterprise via its system to cause damages to Fedorova and extort from her \$100.00 per month for unnecessary "flood insurance".

51. Fedorova mailed this Determination to Caliber at designated P.O. Box in Dallas TX and asked to remove flood insurance from her escrow account. Caliber failed to respond. Fedorova mailed it again – two more times – and each time Caliber failed to respond or remove fees.

52. After Fedorova started to send her official Qualified Written Requests to her surprise, Caliber said that they did not received her letters – while her checks sent along were received and processed. Obviously, someone else received it. (Exela's branch TransCentra received it but they are only money collectors and processors for FiServ and Black Knight).

53. On May 2, 2019 Fedorova received a suspicious unsigned letter, on PennyMac' letterhead informing that they are new Servicers for her loan. Fedorova later learned, this letter was sent by another servicer FINTECH company, RR Donnelly, who was also hired by unknown to Fedorova parties. Servicer RR Donnelly also refused to answer Fedorova's QWRs under RESPA who hired them to send me these letters and under whose authority RR Donnelly sent it.

54. Fedorova is familiar with Ginnie Mae rules and she knows that GinnieMae not change Servicers assigned to their pools – unless the loan is seriously delinquent. Moreover, PennyMac, positions itself as a "biggest default debt buyer", so Fedorova had reasons to worry about status and ownership of her "loan", especially when she discovered that Caliber and PennyMac are a renamed Countrywide Financial who defrauded millions of homeowners.

55. Fedorova was never delinquent on her payments, so he decided to verify why her loan



was transferred to PennyMac; by whom and who is the current owner of my alleged debt; and sent Qualified Written Requests and Debt Validation Requests to both alleged “Servicers”.

56. Both companies erupted with lies. On May 3, 2019 Caliber claimed ownership of the implied "debt" and in the same document, claims the "loan" is in a pooled security (whatever that means). On May 10, 2019 PennyMac claims ownership of the "loan" but not necessarily the lien. On May 17, 2019 Caliber said that the Owner/Investor is Ginnie Mae and Caliber is merely Servicer. On May 23, 2019 PennyMac’s “loan administration” (at large) claimed that PennyMac is owner/investor. Ex. \_\_\_\_\_. None of these companies were able to provide any collaborative evidence in support to their statements. Worth to mention, on October 28, 2021 alleged employee of “PennyMac” Felicia Brooks during out phone conversation (recorded) confirmed that the owner/Investor” is Ginnie Mae As of August 11, 2022 MERS lists Ginnie Mae as Investor/Guarantor. On August 30, 2021 and February 28, 2022 Ginnie Mae officially informed Fedorova that they have no records about anything related to my alleged “loan” or about “PennyMac’s” ownership or servicing activities or any other relationship to her alleged “loan”.

57. Billing statements from “PennyMac” (in fact: from FiServ) directed Fedorova to send her payments to the SAME post office in Dallas TX, different P.O. Box 660929 Ex. where neither Caliber or PennyMac do not have offices.

58. Fedorova requested cancelled checks from her bank, and discovered that all her payments – regardless whose name or P.O. Box appeared on the billing statements – were collected and processed by Exela Technologies, Inc. via its sham conduits Transcentra, Inc. and Regulus, LLC. Ex.5. Checks sent to “PennyMac” were deposited by Regulus LLC who do not have any references to PennyMac, even though Fedorova sent it to P.O. Box with PennyMac’s name on it. Fedorova later discovered via FOIA requests to USPS that all billing statements –appeared on

PennyMac and Caliber letterheads – were printed and mailed to her by another company, FiServ, Inc., whose employee Angela Slottmyer admitted that FiServ is currently servicing her alleged loan and sends her billing statements directing to send payments to another servicer Exela Technologies, Inc.; and correspondence on PennyMac’s letterheads. The same information was in response filed by a non-identified FiServ’s employee with CFPB.

59. When Fedorova asked if FiServ received her data from PennyMac and from which particular PennyMac’s employee-FiServ refused to respond her QWR even though FiServ is a Servicer under CFPB rules. FiServ also rents P.O. Boxes under PennyMac’s name. Ex. 6.

60. While PennyMac claimed to be a buyer of Fedorova’s alleged “loan” –they never disclosed who was the Seller and when, where, for how much and by which individual this “sale” was conducted. Every respond was a robo-signed absurd runaround which was neither executed or prepared by the addressee of my QWR and DVL. The persons whose names are given as signators fail to provide any information as to how and why they would have access to any information that would answer the questions posed. For example, when Fedorova asked who is the Seller of her “loan”, and whom PennyMac is servicing - robo-signer “Efren Saldivar [likely a fictitious name for signature purposes] responded that Fedorova’s questions are “overly broad and lacks specifics”, which is a gaslighting and psychologic torture with intent to intimidate and coerce. As of today nobody – neither GinnieMae, Caliber or Perl - never confirmed to be a Seller and disclose when and where Fedorova’s alleged “loan” was “sold”

61. To the contrary, according to Mr. Foley’s fairy tales, it looked like Fedorova’s alleged loan was “sold” by Perl to Ginnie Mae sometime on July 29, 2016 while “Perl” (read: Foley’s BKFS) passed Allonge to Fedorova’s Note to Caliber (which Caliber never received and deny its involvement) and transferred her Mortgage to MERS (which MERS also never received and

never confirmed its status as “nominee” or “mortgagee”) while MERS was in fact Intercontinental Exchange, Inc. (“ICE”) since June 2016. None was disclosed to Fedorova.

62. When Foley [acting as “Perl”] moved Mortgage and Note in two opposite directions on her closing day, it purportedly created “Trust”, appointed BONY as Trustee; “pooled” here Fedorova’s mortgage; converted it into Mortgage Backed Securities, obtained Ginnie Mae guarantees for these securities and sold these securities to investors, who is also Ginnie Mae. All in less than 24 hours.

63. After Speedy “Perl” [at large], conducted all these creative machinations and impossible transfers, it on August 18, 2016 appointed Caliber as a “Servicer” for undisclosed parties – while Perl has no idea when Caliber assumed “servicing” and never confirmed Caliber’s appointment. No name of any individual employee who was physically performing and responsible for these transactions and transfers was ever mentioned.

64. On May 31, 2020 “Perl” purportedly hired MERS [aka ICE] as its “nominee” to transfer Fedorova’s “Mortgage” (which Perl allegedly “sold” many times before in various forms to various parties) to PennyMac (one year after Perl was dissolved and PennyMac started claiming its “ownership”) for “good and valuable consideration” the amount of which was never disclosed to Fedorova– over heads of Caliber, GinnieMae, alleged “Trust” and Trustee BONY who either deny or not aware of any described transactions which never happened and cannot happen in the real life. Caliber and PennyMac repeatedly refused to respond even simple questions – who is the Seller of Fedorova’s alleged “loan”; when this sale took place, and who was the buyer. Ginnie Mae ignored all communication with Fedorova .

65. On August 13, 2019 Fedorova petitioned MI Senator Gary Peters to help with the Agency – and shared her request with PennyMac and Caliber. On the same day, August 13,

2019, someone (discovery revealed it was FiServ, Inc.'s sham conduit LinkPoint International, Inc.) mailed Fedorova her entire closing package – forwarded to them by someone (Black Knight) via PDF email attachment - which included original (not forged) RESPA Disclosures and Application from which Fedorova learned that her transaction was originated in California; Determination of her Flood Zone made by Black Knight, Inc. and its sham conduit ServiceLink National Flood, LLC under leadership of Gravelle and Azur. This document was never previously given to me and Black Knight, Inc. and ServiceLink or its executives were never disclosed to me in RESPA Settlement. Ex. 7.

66. This package also included copy of electronically signed by Collateral Shipper Jordan Luna Allonge to Fedorova's Note from Perl to Caliber on her closing day, July 29, 2016. While bear to repeat, Caliber never received this Allonge and deny its involvement. . Where is the Note is unknown to Fedorova as of today. I was never given this Allonge, and nobody ever proved any of these numerous “ sales” of alleged “loan” to anyone – since none of them happen.

67. Fedorova kept her investigation and sent additional QWRs to both “servicers”.

68. “PennyMac”'s responses always came from “Efren Saldivar” who is likely works for FiServ and located in Hinsdale, CA, not in Moonpark which is about 500 miles away. “Saldivar” (likely a fictitious name for this signor) told Fedorova that servicing of her loan was transferred to PennyMac, under undisclosed to me authority; and that PennyMac *purchased Fedorova's loan* from undisclosed parties who bear to repeat never confirmed any sales of her loan to PennyMac. According “Saldivar” “loan” is pooled in Ginnie Mae Pool No. 00AV2096CD (which nobody can find since it does not exists) and held by some unidentified Trust where Bank of New York is a Trustee.

69. BONY's employee Michael Castele on December 11, 2019 contacted Fedorova and

Informed her that BONY is a “transfer agent” for GinnieMae where Fedorova’s “loan” is pooled.

70. In the meanwhile, Fedorova decided to check Barry County records and discovered that the Property Seller Stein in 2007 had a giant [for this cabin] \$200,000 “Mortgage” with JP Morgan Chase, which was released only on August 23, 2016.

71. Fedorova continued her investigation and demanded her closing Agent Bell to provide copies of wire transfer from Perl on my behalf and from Bell Title to JP Morgan, and explanations why this lien was not cleared at her closing on July 29, 2016.

72. Bell Title employee Blake Turner in a rude manner advised Fedorova that they are prohibited to talk to her about it and called local police to escort Fedorova from Bell Title office, without providing any evidence that Bell received money from Perl or paid anything to JPM.

73. Fedorova decided to contact the Seller’s alleged “lender” JP Morgan and get from them confirmation that JP Morgan received money from Bell on her behalf.

74. JP Morgan’s “Home Lending Executive Office” (not signed by any individual) responded that they received “enough money” from Fedorova’s \$135,000 “loan” to pay off \$200,000 Seller’s loan “sometime” in August 2016 and this is why this Mortgage was released on August 23, 2016, which was after alleged “Lender” Perl “sold” my loan to Ginnie Mae, apparently with this huge lie, which adds collaborative evidence that none of these “sales” happened. Ex. 10.

75. PennyMac (in fact, FiServ) continued to send Fedorova runarounds where they included a task log printed from some “secured website where employee George Fazio logged in to complete a payment on some shady Financial Partners Credit Union in California where her money were transferred without crediting any principals, interest or escrow. Fedorova’s attempts to identify where George Fazio works and who authorized him to forward my money to this credit union were unsuccessful. Moreover, this task log is evident that these employees for



undisclosed parties routinely receive instructions from some secured and most likely unknown to them sources who provide them passwords and assign tasks.

76. Here is no evidence that any of listed employees – George Fazio, Nikia Gray, Jimmy Munos or Suzanna Soria do not work for PennyMac – who themselves are only allowed to log in into the same secured website operated by unknown to Fedorova’s parties, but based on collaborative evidence – by Black Knight, Inc, former Lenders Processing Services, Inc. Moreover, none of attributed “servicing activities” were performed by PennyMac.

77. All electronically generated notices and correspondence, and billing statements are mailed either by FiServ or Fidelity, which is proven by their own words and USPS responds.

78. All Fedorova’s money are collected by Exela Technologies and its sham conduits from various P.O. boxes in Dallas TX and Los Angeles CA, where PennyMac has no offices’

79. Property taxes were always paid by Servicer CoreLogic, Inc who “team” as usual, refused to respond Fedorova’s QWR who authorized CoreLogic to make these payments;

80. Property Home Insurance was paid by some “Third Party Financial Services” – who was never disclosed to Fedorova. When Fedorova asked her home insurance provider State Farm to disclose how they determined PennyMac’s rights to be additional insured, State Farm removed PennyMac from Fedorova’s policy, no questions asked.

81. In sum, nothing attributed to PennyMac is done by PennyMac or under PennyMac’s authority. Only their name is used by myriad of undisclosed companies who all refusing to provide disclosures to Fedorova why they collect some imaginary debt and for whom.

On June 1, 2020, or one year after “PennyMac” started to claim its “ownership” someone hired document forgery mill Nationwide Title Clearing Corporation (who is repeatedly sued by Attorney Generals for documents’ forgery) who prepared flagrantly forged Assignment of her

**Mortgage – without Note (which is a legal nullity in all jurisdiction) from MERS aka Intercontinental Exchange, Inc as an agent for Perl to PennyMac. This Assignment was purportedly prepared by NTC employee Dave LaRose (who according to Fedorova’s phone conversation with NTC employee Heather Leibowitz, does not prepare Assignments), electronically stamped by “MERS Vice President Justin Borkowski (whose office address, and contact information is unknown and MERS’s representative told Fedorova that it is not MERS employee by likely NTC employee which NTC lawyer who responded Fedorova’s complaint with CFPB failed to confirm. It was robo-singed by “Notary Vicky McCoy”, ID 1561348 which is very likely also a fictitious name used to obtain Notary Stamp from Florida Governor’s office. When Fedorova used NTC name directory to find McCoy, the system prompted her to Maggie McCoy and directed Fedorova to the answering machine of Shelby Bird. Nobody ever confirmed – including FL Governor’s Notary Section – that Notary McCoy is the real person.**

**82. Neither “PennyMac” or NTC were not able or willing to provide Fedorova ANY information who hired and authorized NTC to prepare this assignment; when the transfer took place and who are authorized employees who conducted this transaction as well as proof of any value paid by PennyMac for my mortgage, and to whom. Ex. 12. Again, Perl purportedly sold her alleged “loan” to Ginnie Mae in August 2016 and MERS has Ginnie Mae listed as a “Mortgagee” as of August 11, 2022. This Assignment is flagrantly fraudulent, forged, and describes events which never happened in the real life. Perl never hired MERS (aka InterContinental Exchange, Inc. ) to transfer Fedorova’s alleged “mortgage” to PennyMac and had no legal rights to transfer it since nobody transferred the lien aka Note – which must be a part of this transfer – only after Perl received value (real payment) for Fedorova’s alleged “loan” under UCC Art. 9-203. This fraudulent Assignment was dated May 30, 2020 and recorded by**

Simplifile, Inc. (sham conduit for InterContinental Exchange, Inc) with Barry Courty Records Office as document 2020-005388. This Assignment must be removed from my property records as flagrantly forged; fraudulent and legally void.

83. On August 30, 2021 Ginnie Mae finally sent Fedorova a preliminary respond to her FOIA filed in May, 2019 where HUD's representative said that they do not have any records pertaining to my transaction with Perl. Ex. 13. So, obviously nobody knows about any "sales" of her alleged "loan" to PennyMac.

84. On or about October 26, 2021 Fedorova called PennyMac's toll free number (which belongs to FiServ/Black Knight call center) and spoke with an employee Felicia Brooks. Mrs. Brooks firmly insisted that the current owner of my alleged obligation is GinnieMae.

85. During all time in question Fedorova sent numerous QWRs and Debt Validation demands to PennyMac, Caliber and all other parties where she clearly specified that her requests are not refusals to pay her lawful creditor, but a demand to validate this debt for her and the current ownership of this alleged debt. Fedorova also advised PennyMac and FiServ and Fidelity (whose computers respond her QWR and DVR with absurd runarounds on "PennyMac" letterheads) that under the law, she has a right to withhold her payments until her alleged "debt" and its ownership is validated.

86. Fedorova told that she will be depositing her payments in a separate account and resume them to the legit Creditor after ownership and existence of her alleged "debt" if verified. Fedorova even send PennyMac and GinnieMae a Demand for the Statement of Account which she emailed and sent by Certified mail, and informed them that refusal to provide will result in forfeiture of their rights to collect. Neither PennyMac or GinnieMae ever responded.

87. Despite total absence of any collaborative evidence about existence and ownership of

Fedorova's alleged "debt", she received unsigned electronically generated Notice of Default from P.O. Box in Temecula, CA, with demands to pay a certain lump sum of money.

88. These Demands came from completely different Servicers - FINTECH companies, Covius Document Management, LLC f/n/a Walz Group, located at 27398 Via Industria, Temecula CA and Franklin Credit Management Corporation dba Franklin Loan Center 41607 Margarita Rd. Ste 102, Temecula CA. It was completely unclear to Fedorova why Covius and Franklin anonymously demanded from her a significant lump sum of money via unsigned mail which is illegal per se; and even declared her in "default" - so she sent both companies QWR and DVR which both companies refused to respond, as usual.

89. On January 4, 2022, Fedorova called "PennyMac" and the operator was directed her to "Efren Saldivar" – who was only the one person with whom Fedorova was allowed to speak. "Saldivar" started pushing Fedorova to sign a Modification with PennyMac. Fedorova requested a Modification package, which came from FiServ, as usual.

90. This package contained unsigned clearly fraudulent "Modification" from unknown Creditor; and flagrantly fake "VA Partial Claim" dressed as "Michigan Mortgage" under which Fedorova suppose to make payments to BSI Financial Services whose payment address was in the same post office in Dallas TX where Exela collected her money sent to "Caliber" and "PennyMac", just a different P.O. Box 679002. Both documents lacked any signatures or authorized individuals who prepared them; and demanded Fedorova to send executed copies to one of ServiceLink in 3210 El Camino Real Ste. 200, Irvine CA, 92602.

91. Fedorova demanded explanations about terms and legal validity of both documents; and disclosures why ServiceLink is designated as a recipient of her documents after recording and for whom. To Fedorova's surprise her Complaint against ServiceLink suddenly detoured in CFPB

system to Fidelity National Financial, who responded [unsigned, of course] that ServiceLink Title Company LLC is “merely Title Agent” for PennyMac.

92. Fedorova re-filed her complaint because ServiceLink Title Company LLC aka ServiceLink, LLC is Michigan Corporation while she was directed to send documents to one of 15 California ServiceLinks, and she does not know which ServiceLink and its individual employee will receive it. This complaint was not responded, as usual.

93. “PennyMac”’s robo-signer “Saldivar” once again declared Fedorova’s request as “overly broad and lack specifics” and refused to provide disclosures.

94. On February 28, 2022 HUD/Ginnie Mae sent Fedorova a detailed answer to all my questions where they denied any knowledge or records pertaining to my transaction, starting from origination with Perl, and no records about “owner/investor/servicer” PennyMac. Ex. 14.

95. On July 28, 2022 Potestivo & Associates’ lawyer Haack drafted and filed a flagrantly forged Affidavit of Correction Legal description of Fedorova’s alleged “mortgage” purportedly from “PennyMac”’s employee Lizet Rodrigues in Texas, who failed to provide any contact information. It is unclear in which capacity and under whose authority lawyer Haack drafted this Affidavit for “PennyMac” and received it back – while most likely this Affidavit was prepared by Foley’s Black Knight as all other documents. This Affidavit was recorded on July 28, 2022 as document 2022-08107 and must be removed as fraudulent and void.

96. On August 11, 2022 Fedorova informed “PennyMac” and Servicer FiServ, Inc. that she found an alternative source of financing from a private Creditor who want to lend her money to pay alleged “debt” in full and requested a Total Payoff Statement, signed by her current alleged Creditor and its responsible employee. On August 16, 2022 Fiserv [as usual] sent Fedorova flagrantly void , unsigned “Payoff Statement” which lacked any references to Fedorova’s alleged



“Creditor”, copies of Notices of “Demand” from Covius and Franklin as supporting “evidence” and unnamed “Financials” table filled with abstract numbers, coming from undisclosed sources (Black Knight) which lacks any references to PennyMac or Fedorova and her property.

97. In this fatally defective “Payoff Statement”, Fiserv (whose President Mr. Bisignano is former CEO for JP Morgan and CEO of LinkPoint International, Inc. located at 6101 Condor Drive, Moonpark, CA) instructed Fedorova to wire \$140K to JP Morgan bank Account # 818073923. JPM, who cannot find \$135,000 purportedly received from someone “sometime in August 2016” - suddenly replaced Bank of America as a “banking institution”.

98. Fedorova does know who owns account # 818073923 but ABA # #021000021 routing number given to her by Mr. Bisignano’s team, according to public records also belongs to Royal Bank of Canada whose Director is FiServ, Inc. CEO Jeffrey Yabuki. So, it’s unclear to Fedorova who will receive her payments,

99. Another payment options were either mail her payment to FiServs’ “Cash Management” or to Exela’s Lockbox operation. In sum – to anyone- except PennyMac. Servicer Exela was confirmed as a recipient for Fedorova’s money but refused to answer ANY of her QWR or DVR.

100. As of today nobody knows where is Fedorova’s original Promissory Note, which was intentionally destroyed. According to the Florida Bankers Association, to the Florida Supreme Court that, after the purported “loan closing,” digital copies of the notes were made — and then the original notes were destroyed. FBA said it was “industry practice.”

101. On October 10, 2022 Fedorova received letters from local bankruptcy lawyers who informed her that here is a foreclosure sale of her property scheduled for November 10, 2022 by Potestivo & Associates, P.C. Fedorova contacted Potestivo’s lawyers Haack, Potesivos and

Moore and demanded validation of this “foreclosure” which does not appear on any official documents or sources.

102. In respond, Haack emailed Fedorova her non-endorsed Promissory Note and two forged Allones, one purportedly from July 29, 2016 where collateral shipper Jordan Luna purportedly transferred her Note to Caliber – without sales of her Mortgage, thus stripped from collateral.

103. Another, brand new Allonge was provided to Fedorova by Haack for the first time. This Allonge is undated, lacks any names of the Seller of Fedorova’s original Loan; and signed by Jason Sherman who apparently transferred it to Caliber as the alleged “payee”. Bear to repeat, Caliber vehemently denied any involvement in Fedorova’s transaction until August 17, 2016 and only as a Servicer for undisclosed to Fedorova parties and denied any ownership of Fedorova’s alleged obligation. This new Allonge was never provided to Fedorova by any parties before even though it must be permanently attacheed to her Note, if her Note does not have space for wet-ink endorsements.

104. In sum, all listed above Defendants attempt to present to her something which never existed in the real life – alleged “loan” with Perl which Fedorova never had; and “sales” of her non-existing loan between various parties [without a single piece of collaborating evidence] which also never happened. This is commonly known as fraud by inducement, fraud in the factum and conspiracy to defraud.

105. Fedorova issued Mortgage and Note due to her unilateral mistake because she was induced by undisclosed to her investment bank who was acting though a string of intermediaries who had no lending intent whatsoever, but intent to obtain her signatures on the documents for the purpose of justifying sale of unregulated securities and not for purposes of justifying a loan.

106. Fedorova did not know there is an absence of any real party in interest that has a risk of

loss — the essential balancing element of all contracts Therefore, Fedorova’s alleged “contact with Perl” was fraudulent and void from the beginning since it was not with Perl and not a lending Contract.

107. All stated above documents: fake “Mortgage”; forged Allonge; fictitious “servicing transfers”; forged and legally void Assignment; and the Affidavit are a part of sophisticated mortgage fraud, false representation; theft; deceit; and illegal clouds of Fedorova’s property Title. There is no credit transaction from at the beginning. The legal instruments executed and issued by me were an accurate reflection of my intent but are not an accurate reflection of the intent of the parties who are serving up financial products via sham conduits who pose as “lenders” by withholding vital, legally required information about the deal.

108. Caliber and PennyMac businesses are limited to collecting royalties for use of its names — the same as national banks, Bank of New York in Fedorova’s situation, who pose as trustees of nonexistent trusts implying nonexistent trust accounts with non-existing unpaid loan accounts.

109. PennyMac provided a license to use their name by various FINTECH companies to create a false impression that PennyMac is in business of collecting and distributing money. This is also false. The financial technology (FINTECH) companies that perform all such work are not subject to any control or direction from PennyMac – which is absolutely obvious since PennyMac did not sent Fedorova any single letter and never received or distributed a cent from my payments; nor are they working indirectly on PennyMac’s ’s behalf. In fact, most of these letters were not generated by any real human at all. They are product of Artificial Intelligence deployed by Wall Street banks to avoid liabilities for their crimes.

110. Here is absolutely NO MATERIAL EVIDENCE that anybody loaned Fedorova any actual money and anybody who owns her alleged “loan”. It is evident that Fedorova being

victimized by a scheme that involves false impersonation and false agency on claims that do not exist. All listed above Defendants are not agents for Ginnie Mae and not agents for any creditor. They are agents for securities firms who are generating revenue through illegal control over the inflow of money created by Fedorova's payments which they collect via complex money laundering scheme, all of which are obtained under false pretense.

**FIRST CLAIM FOR RELIEF: FRAUD,  
INLCUIDNG FRAUD BY INDUCEMENT; FRAUD IN THE FACTUM; CONSPIRACY TO  
DEFRAUD INDIVIDUALLY AND AS A GROUP;  
Against all parties except Recorders and Agencies**

111. Federal fraud law is defined under 18 U.S.C. § 1001-as knowingly and intentionally doing any of the following: (1) Falsifying, concealing, or covering up by any trick, scheme, or device a material fact; (2) Making any materially false, fictitious, or fraudulent statement or representation; or (3) Making or using any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry.

112. Said Defendants, individually and as a group, initiated a void, fraudulent transaction which was intentionally misrepresented to Fedorova as a "loan" with the party – Perl - who was not a lender and had no lending intent. Here was no meeting of minds that-so-ever. While Fedorova intended to get a loan, Perl's intention was to get fees for inducing Fedorova to sign documents; and her undisclosed parties wanted to sell securities backed by information about Fedorova's transaction where nobody loaned her any real money since the base securitization scheme was established and never retired.

113. Fedorova received no benefit [money] whatsoever. Without retiring the old securitization infrastructure that includes false claims of securization of debt, "new "purchase" involves merely starting a new securitization infrastructure in addition to (not replacing) the old

one. This provides the opportunities to sell multiple versions of unregulated securities that provides Wall Street with astonishing cash flows where Fedorova's payments are extra bonuses.

114. Fedorova's role in this transaction was not a borrower. She was an investor and participant in the sale of unregulated securities without her knowledge or consent. Fedorova was entitled to know that and bargain for a fair share of the proceeds. The issuance of the note by the her was based upon a universal error or mistake by all homeowners that they were purchasing a loan product which was not true.

115. Fedorova did not know that no loan account receivable was created or maintained and that there is nobody who is legally authorized to administer, collect or enforce the promise Fedorova made to make scheduled payments, to wit: the presumed authority to enforce arising from the alleged possession of the alleged original note leads to a false conclusion of fact. Such authority ultimate must come from the party who owns the underlying obligation as contained on their records as a loan account receivable. There is no such loan account receivable. Fedorova did not know that the transaction is going to be subject to false claims of servicing and that the "servicing" is not performed by the named "servicer"

116. In sum, Fedorova did not get what they applied for and the investment banks did not pay money to her or on her behalf because they wanted to loan money. They wanted to sell securities and they needed Fedorova to do it. This transaction was camouflaged by alleged involvement of Ginnie Mae as a Guarantor; and alleged "Title Insurance" – which added more realistic flavor to this fraud and not triggered any suspicions in Fedorova who only started to understand that she was royally defrauded after HUD finally responded her FOIA after two years of delays.

117. Roles of "servicers" are played by former Countrywide Financial – now Caliber and PennyMac – who are perfectly aware that they are not multi-billion companies with "millions



mortgages” under management, but thinly capitalized group of criminals who at all times, since 1999 are paid for playing roles of major players, which is promoted by Wall Street Banks via all media sources. PennyMac does not buy any “default debt” or issue any “mortgage backed securities” for a simple reason - they don’t have money to buy; and nobody who sell it to them.

118. The real Servicers – Black Knight, FiServ, Exela, CoreLogic, Covius, Franklin, Computershare – are hiding behind fake Servicers names on the letterheads mailed and collected from various P.O. Boxes and additional layers of various sub servicers each of whom perform certain tasks assigned to them by Foley’s Black Knight via password to his secured platform.

119. In cases where there was no meeting of the minds, there is no contract. And if there was no meeting of the minds because one party to the alleged contract was hiding and did not disclose the real terms as required by laws, rules, and regulations concerning loan contracts make it is imperative that established existing remedies be allowed to Fedorova.

120. **Securitization fraud in the factum.** Abandoning the traditional lending model where the lender supply actual real money and retains a stake in the success or failure of the property loan, Defendants Perl, alleged “originator” , is one of millions fake Lenders whose only role is to obtain from homeowners signatures on fake documents which look like a traditional Mortgage, without ever disclosing – and even concealing if necessary by forging essential documents- the real parties who were only intending to sell securities in the secondary markets as bets to investors, subjecting its unsuspecting clients to substantial, undisclosed risks not present in ordinary traditional bank real property lending, which triggered a series of fraudulent transactions culminating in forged Assignment to “PennyMac”’s under whose name FiServ informed Fedorova that they initiated undisclosed to her foreclosure, in violation of every law. Worse –they intentionally manufacture these risks to push homeowners [here Fedorova] in pre-

packaged “defaults” by forcing them to buy unnecessary expensive insurances and fabricate non-existing “deficiencies”. In December 2019 Fedorova received “Notice of Deficiency” on Caliber’s letterhead which claimed nearly \$2,000 “outstanding balance” which Fedorova was required to pay; along with increase in her monthly payment from \$750 to \$1,100 per month! which nearly caused to her a heart attack.

121. After Fedorova challenged this “Notice” and amounts claimed, her “deficiency” disappeared and her “monthly dues” were reduced to \$950.00. On the “payment history” provided to Fedorova by “PennyMac” this “deficiency” does not even appear. As Fedorova later learned, this Notice came from Foley’s Fidelity, not from Caliber; and this is Mr. Foley’s favorite and common practices to trigger desired foreclosures for additional profits to his clients.

122. As the result of its overriding purpose being to maximize its securitization profits rather than to responsibly make real estate loans, Foley’s team under instructions from undisclosed investment bank [likely Morgan Stanley] lured Fedorova into a virtual “loan” accompanied by loan application fraud; and documentation fraud treating Fedorova and her property as their securities, resulting if wrongful collection of anon-existing debt and threats with foreclosure – even though Fedorova never refused to pay her obligation if exists and owned by a legit Creditor. In sum, Fedorova is a victim of a common theft, based upon coercion and intimidation.

123. **Mortgage Broker Fraud by Inducement and in the Factum.** Perl Defendants of course knew that Perl is not a Lender but merely aggregator of information from perspective homebuyers and Fedorova who acts as an intermediary between customers and Mr. Foley’s Black Knight platform where Perl direct customers to submit their application and who issued Perl all instructions receiving fees for each loan made, including Fedorova’s loan. As the result, Perl having no capacity to contract, the Fedorova’s virtual “loan” was void as a matter of law;

and Fedorova's Note was not a negotiable instrument under UCC and it was issued in favor of Perl under false pretenses, due to Fedorova's mistake and without consideration. Therefore, Fedorova's contract was void; as well as all instruments she signed to Perl.

124. **First and Second Fraudulent transfers and forged Endorsements.** Not only was Fedorova's "loan" void based on lack of real money involved; Perl's impersonation and deceit; securitization non-disclosures and contractual incapacity, but Perl was also lacking diligence in maintaining its otherwise void paperwork which most likely resulted in destruction [shredding] by Foley's team of Fedorova's original documents – Mortgage and Note - for "convenience" ,notwithstanding their represented status *inter alia* as negotiable instruments, requiring if needed as "originals" to recreate them from Foley's electronic files stored in his system. While the location of Fedorova's original documents is still a mystery to her, she learned about two simultaneous fraudulent transfers on her closing day, one to MERS and one to Caliber, by fake Allonge with electronically stamped signature of a fictitious person which Foley's team employ to the intended purpose of creating forged documents. Neither Perl, MERS or Caliber never disclosed to Fedorova where "Collateral Shipper Jordan Luna" was employed; and Caliber vehemently deny its relationship to this Allonge or to Fedorova's Note – which bear to repeat is still missing from all records. MERS, as mentioned above, never responded in any manner.

125. **Third, fourth and fifth fraudulent transfers** On August 18, 2016 Fedorova received a letter from FINTECH sub-servicing company on Caliber letterhead, informing that Fedorova alleged "loan" was "transferred" to Caliber as a Servicer which implied that Fedorova's "loan" was sold to GinnieMae. It also implied that the Lender [impersonator Perl] allegedly "funded" a bundle of loans, (1) created some "Trust" where Perl "pooled" these "loans" (2) appointed BONY (who agreed to rent their name for a fee to defraud homeowners, and Fedorova) as

Trustee for this Trust; and Caliber as a Servicer (3) covered these “loans” into “mortgage backed securities and (4) sold these “loans” or “securities” [not specified] to Investors Ginnie Mae.

126. All these implied machinations were necessary to maintain Fedorova’s illusion that she had a real loan from Perl; that Perl sold her loan to GinnieMae; and that Caliber is an authorized representative who was hired to collect her money to her new legitimate Creditor who paid Perl value [aka real money] for her loan. In reality, none of this is true and cannot be true; and none of mentioned above transactions never happened in the real life. The absence of the loan account itself makes it impossible to legal claim that there is a debt which can be sold or transferred. Since the debt is what is secured by the alleged mortgage lien, the lien would be invalid and void. But yet, Fedorova had absolutely no suspicions – since the illusion about her “loan” was complete and very realistic, so she made her payments to “Caliber” as directed in her billing statements sent by undisclosed to her FINTECH platform FiServ and was confident that her payments are received by GinnieMae as the owner of her “loan” and Investor.

127. **Sixth fraudulent transfer and Assignment Fraud in the factum.** Fedorova would still be without any clue about the real nature of her transaction, if her alleged “loan” were not fraudulently transferred for the sixth time, now to alleged “default Debt Buyer” PennyMac who started to pretend to be a new Servicer.

128. Fedorova repeat paragraphs from above and add that after she received unsigned “Welcome Letter” on PennyMac’s letterhead, she started to worry why GinnieMae decided to “change” her Servicers specially after PennyMac could not explain to Fedorova who made and authorized this transfer. “PennyMac” lied relentlessly and contradicted with lies coming from letters signed as “Caliber”’s employees. One day Caliber would say they are owners of Fedorova’s alleged “debt”, another – mere “Servicers” and the owner is GinnieMae.

129. PennyMac's fantasies looked like they are written by a delusional schizophrenic. First PennyMac claimed to be a "buyer" of Fedorova's alleged loan. When Fedorova asked who was the Seller – PennyMac was not able to respond. Next, PennyMac invented some non-existing "pooled security" (whatever it means) which is some undisclosed GinnieMae Trust (?), where BONY is a Trustee whom "owner" PennyMac acting as a Servicer gives Fedorova's payments to be distributed to Investors who is also PennyMac who on top of all is an Issuer of Ginnie Mae Mortgage Backed Securities (which supposed to be issued by independent Lenders, who , under the legend, was Perl in 2016).

130. BONY initially tried to support "PennyMac"s delusions, claiming some "transfer agent" capacity for unknown to Fedorova's parties, but later dropped off and left PennyMac (read: FiServ) to lie on its own, without BONY's collaborative support.

131. GinnieMae denied any knowledge about PennyMac's fantasies or any involvement in them. Yet, FiServ [acting on PennyMac letterheads] tried to induce Fedorova to sign "VA Partial Claim" – to be sent to Foley's ServiceLink while VA has absolutely nothing to do with this Claim. Which is a glaring fraud in the factum and impersonation as Government officials.

132. PennyMac [read: FiServ and Black Knight] started to misrepresent its "ownership" to Fedorova in May 2019, and servicing activities trying in imply authority of GinnieMae and BONY as Trustee, which GinnieMae and BONY both denied.

133. On May 31, 2020 or one year later, someone [Foley's Black Knight] hired NTC who prepared flagrantly fraudulent and forged "Assignment of Mortgage" where MERS (aka ICE) acting as Agent of Perl (over heads of GinnieMae, BONY and the Trust) transferred Fedorovas mortgage (without the Note) to PennyMac, for "good and valuable consideration". First, based on facts and evidence stated above, this transaction cannot happen in the real life even

hypothetically since Fedorova's alleged "loan" was allegedly "sold and resold" at least five times before; and Perl had no relationship to it from the origination.

134. PennyMac - who does not even know who "sold" them Fedorova's "loan" and when and where this "sale" took place – never paid a cent for Fedorova's alleged obligation as of today refused to provide any such "purchase" information as it would expose the entire criminal fraud of said Defendants who are all acting in conspiracy with each other. Worth to mention, between 2006-2013 Countrywide Financial (now PennyMac and Caliber) was repeatedly sued for the same crimes, yet were never really investigated and convicted – because their Wall Street Masters, JP Morgan, BOA, and other Investment Banks covered for CWF crimes with bogus multi-billion settlements which they paid from stolen from American people money and homes.

135. Second, this Assignment, which is forged and fraudulent ab initio, is legally void since it violates UCC Article 9-203, which is incorporated into the state statutes of every US jurisdiction. A condition precedent specifically and expressly stated in that statute is that the claimant must've paid value for the underlying obligation. And it is for that reason that it is universally held that a written conveyance of the mortgage lien (or beneficial interest under a deed of trust) is NOT a legal transfer of the lien without a concurrent conveyance of the underlying obligation. The language of art used by the courts that such a written document is a "legal nullity."

136. NTC, whose employees massively attach stamped signatures of non-existing "Vice Presidents" and other fictitious "executives", continue knowingly and intentionally prepare false and fabricated documents about which NTC, its employees and its executives have absolutely no knowledge or records, which is a glaring violation of all Settlements with Attorney Generals' offices who prohibited NTC from such practices.

137. **Closing and Escrow Fraud by Inducement and in the Factum.** Against Foley and



Bell Title Defendants. Bell Title and its Notary Deanne Turner was Fedorova's closing agent who owed Fedorova fiduciary duties to receive money on her behalf from Perl on Bell Title's escrow account; make a payment in Fedorova's behalf to the property Seller and his alleged Lender JP Morgan Chase; and make sure that there are no outstanding liens when Turner handled Fedorova paperwork to sign and property Deed. In reality, none of listed above financial transactions ever happen in the real life. Turner did not receive any wire transfers on Bell Title escrow account (at least Bell Title and Turner aggressively refuse to provide any evidence for receipt of any money); and did not make any payments to "lender" JP Morgan (who has no idea when, how much and from whom they received in August 2019 to satisfy \$200K Stein's "loan" with \$135K Fedorova's "mortgage". As the result, there was and still is an unreleased lien on Fedorova's property Title. Turner lied to Fedorova about "wired from Perl money" to induce Fedorova to sign Mortgage and Promissory Note – which Turner later forwarded to unknown to Fedorova parties after Bell Title recorded this Mortgage on September 8, 2022 – long after Perl allegedly "sold" it to GinnieMae. Turner and her daughter-in-law Blake continue to lie and deceive Fedorova, as instructed by Leigh Kraushaar, owner of Bell Title.

138. **Title Insurance Fraud by inducement and in the factum.** Against Bell Title defendants, First American Title and Foley/ Fidelity as claim processing Agent for FAM. Property Title insurance was a saga of mass consumer fraud on its own.

139. This unlawful scheme aforesaid which produced the void Mortgage, Note would not succeed without aid and abet from Title Insurance companies who create an appearance of traditional lending in home buying model. Bell Title impersonates to home buyers as a "Title Insurance Company" which in reality Bell Title is not. It is merely a selling Agent for major Title Insurance Companies, most of which are owned by Foley's Fidelity, in violation of all antitrust

laws. Neither Perl or Bell Title did not disclose to Fedorova who her actual Title Insurance provider; and FAM was not included in RESPA Settlement. Fedorova learned about FAM's involvement when she received her Title Insurance policy from FAM in the mail, which stated many attractive promises to protect Fedorova against title damages and fraud, but claimed "mortgage with Perl" as exclusion. FAM, who themselves are heavily involved in lucrative virtual lending [read: mortgage fraud] is of course aware that Fedorova never had any "mortgages with Perl". Besides, FAMs' duty under this policy was to protect Fedorova from fraudulent transfers; fake documents and clouded Title – which FAM failed to deliver.

140. As soon as PennyMac appeared with its claims of its "ownership" of Fedorova's "loan", she immediately submitted her Claim to FAM to investigate and compensate her for damages.

141. FAM's lawyer Kerry Dahm forwarded to Fedorova electronically signed denial letter which failed to state any legit grounds why FAM is refusing even to investigate this transfer.

142. Fedorova conducted her own investigation and discovered that FAM is just another impersonator in the chain, and the actual party is Fidelity, who is FAM's Claim Processing Agent. So, while the letters appeared on FAM's letterhead and electronically signed by Dahm, the actual author of these letters was most likely Fidelity agent. Dahm was merely a delivery person. Fidelity most likely has an indemnification Agreement with FAM to cover for insurance claims if homeowners submit them, but their real goals are to deny all Claims without reasons or any help with investigations, despite Fedorova's demands and plentiful evidence in support.

143. This shell-game fraud with Title Insurances is well known by Bell Title, FAM and Fidelity's Trade Association, ALTA, most of whose members are Fidelity subsidiaries. Fedorova tried to contact ALTA many times and ask for their help to enforce their own rules with their members, without any accord. ALTA acted as a cover up for this fraud and never tried to help.

144. **Fraud by Impersonation including impersonating as Government officials.** Against All Servicers, Bell Title and FAM. Defendants played its roles assigned to them by Foley's and Bigisnano's teams – impersonated as other companies and even as VA and Ginnie Mae officials- to defraud Fedorova and coerce her make payments to named parties who never received them. Perl o impersonated as a “Lender” for GinnieMae and as “sellers”, “trustors”, “issuers” of GinnieMae mortgage backed Securities, ect. In reality, Perl was an actor who got fees for their impersonation to defraud Fedorova. Foley and Bisignano teams (specially Gravelle, Azur, Nemzura and other individuals) who are hiding under names of numerous shell companies and FINTECH subsidiaries, issued directions and facilitated organization of this fraud by instructing real Servicers to play their roles under names of Pretender Servicers Caliber and PennyMac. FiServ generated and sent to Fedorova “billing statements acting as “PennyMac” and “Caliber”; fake “Modification”; fraudulent “VA Partial Claim” and illegal “Payoff” where Fedorova was directed to send her money to FiServ or Exela. FiServ and Black Knight operate toll-free call centers where Fedorova's phone calls are answered by unknown to her employees who are instructed to direct Fedorova only to “Efren Saldivar” who is not employed by PennyMac. . Fidelity/Black Knight also sent Fedorova numerous correspondence, “escrow reviewes” and other documents under glimpse of pretender Servicers. Covius and Franklin who sent fraudulent unsigned “Notices of Demand” pretended to be “PennyMac”,and so one. Subservicers Pinnacle Data and MCM Communications pretended to be VA to convinve Fedorova that letters from Department of Veterans Affairs are mailed to her by VA. According to VA analyst Sesay Yarta , these letters are electronically generated, and not by him.

145. **Securities Fraud in the Factum.** In furtherance of the criminal scheme aforesaid which produced fraudulent “Mortgage” and Note without consideration, and forged Assignment of said

“Mortgage” those instruments are concealing an unlawful and unlicensed securities transactions in whole and in part, by one or more Defendants, in violation of SEC Act and applicable State securities laws. Despite popular belief promoted by Wall Street Banks, Mortgages are never sold.

146. It was Fedorova’s identity which was securitized and sold as over-the-counter bets to undisclosed to her investors for at least \$25 per \$1 of information about money she received from via Perl, without her knowledge or consent, no need to say any compensation for her services as an Issuer of the base securities Instruments – Mortgage and Note. But Fedorova’s defendants do not reveal the identity of the holders of those certificates nor the content of the certificates. Not ever. But instructed visible parties to imply that they collect from Fedorova money on behalf of investors or a trust and that it doesn’t make any difference which one.

147. **Recording Fraud in the Factum.** In furtherance of the criminal scheme aforesaid which produced the VOID “Assignment of Mortgage” which was illegally recorded at the Barry County Recorder’s office under oath in violation of State law, whom Fedorova’s undisclosed “Servicers” forwarded it via ICE’s subsidiary Simplifile, LLC to cover for identities of the senders and recipients. This Assignment must be stricken and removed from Barry County’s Records database as a fraud upon the State of Michigan and as a matter of State law.

148. **Collection fraud in the factum.** Against Master Servicers, Sub-Servicers and Pretender Servicers. Fedorova repeat paragraphs from above and states as following. Defendants –are all debt collectors who are hired to collect debt allegedly owned to others. Defendants knew that none of them maintain any account receivable for Fedorova’s “loan” and don’t have any financial documents evidencing existence of such account. Moreover, none of them know the ownership of this alleged account. Yet, they are all participate in collection of the “debt” which does not exists in reality. Specially about it aware Foley’s team who issues all instructions and

coordinate various FINTECH companies how better deceive Fedorova; Mr. Biginano's FiServ, who prepare and send her "billing statements" with directions to send her payments to Mr. Cogburn's Exela who secretly collects Fedorova's money from P.O. boxes

149. Bank of America, N.A, contributed to this fraud acting as alleged "banking institution" for Caliber and PennyMac, while Fedorova's checks processed via this BANA's account are always Exela's entities; where PennyMac is not even mentioned. Fedorova has reasonable suspicion that neither Caliber or PennyMac do not have access to BANA's account and her money are laundered by other undisclosed to her parties.

150. JP Morgan is one of active perpetrators of this fraud from the beginning, who is posing as a "Lender" for property Seller Stein since 2007, when the original securitization scheme was established; and now suddenly acts as recipient for Fedorova's money on behalf of "PennyMac.

151. Each individual and corporate defendant conspired, contributed, participated, and aided and abetted each other crimes against Fedorova, jointly and individually. The scoop of involvement of each individual Defendant can be determined during pre-discovery disclosures and during discovery.

152. Caliber and PennyMac Defendants, low-capitalized entities, are perfectly aware that they do not conduct any Servicing and do not collect any money from Fedorova. They received fees for acting as a window dressing for other parties who do not want Fedorova to know about their involvement and the nature of her transaction.

153. **Foreclosure fraud in the factum.** On August 11, 2022 FiServ's [acting as PennyMac] informed Fedorova that her property was "referred to foreclosure" – without disclosing an individuals or companies who referred it and to whom- but the sale is not scheduled yet. As evidence of Fedorova's "default" Fiserv provided her unsigned Notices from Covius and

**CLAIMS AGAINST DEFENDANTS MARK W. SHELDON; DETROIT LEGAL NEWS PUBLISHING, LLC; BRADLEY L. THOMPSON II.; Anna Graham under FDCPA; RESPA; RICO; Common Fraud; Conspiracy to Defraud; Accessories to Theft of property over \$100,000.00, individually and as a group.**

Fedorova learned about listed above Defendants and their involvement in her case in the last moment, between October 20-23, 2022, after her main Complaint was printed, thus submits these Claims under separate counts as pages 56A; 56B; 56C; 56D; 56E; 56F .

**Statement of Facts.**

On or about October 12, 2022 Fedorova received letters from bankruptcy lawyers and realtors informing her about “foreclosure” sale of Fedorova’s property on November 10, 2022 at Barry County Court building. One letter mentioned Detroit Legal News (“DLN”) as a publisher of this Notice of Sale.

Fedorova was not aware about it since she did not received any Notices about this foreclosure; has no records about this foreclosure on her credit report she recently checked; and no records in the Barry County Recorder’s office.

Fedorova submitted her demand for disclosures to DLP who hired their Company to publish this Notice. On October 17, 2022 her demand was responded by Ban Ibrahim who said:

*“Good morning Elena,  
Based on the Fair Debt Collection Practice Act, we are unable to provide information regarding foreclosure action. I advise you to contact the attorney handling the foreclosure. The attorney information is listed on the advertisement of foreclosure but I have provided below. Potestivo & Associates, P.C. 251 Diversion Street, Rochester, MI 48307 248-853-4400. Please contact them to further assist you. Sincerely, Ban Ibrahim, Publisher “*

Fedorova contacted Potestivo and Associates and their lawyer Haack who provided Fedorova copy of “Approved Advertisement” several flagrantly forged documents, such as: non-endorsed Note; Allonge of July 29, 2022 purportedly from Perl to Caliber (both deny its involvement in this transfer) and a brand new undated Allonge which appeared for the first time

56 -A



where payee was named Caliber. PennyMac (alleged "Foreclosure Assignee", whatever it means) was not mentioned in any capacity in any documents, except forged Assignment of Mortgage on 5/2020. Lawyer Haack did not confirm that they are representing PennyMac in this "foreclosure" and is Potestivo are hired or authorized DLN to publish this advertisement.

Fedorova went to Barry County Court; found information that foreclosures auctions are handled by Mr. Mark W. Sheldon and obtained his phone number.

Fedorova called Mr. Sheldon for more information and he told her that he does not have information about sales at least one day before the sale; and he does not know who is his client,

Fedorova asked based on which documents Mr. Sheldon conduct foreclosures, and he said – Deeds. Fedorova told Mr. Sheldon that she has no records about any Deeds against her property; informed him that this is a text –book fraud.

Fedorova informed Sheldon that her property was stolen with forged documents by undisclosed to her parties; and asked Sheldon [who does not know for whom he sells these properties and who is entitled to receive proceeds from the sales] to drop this sale since she is filing a massive legal action it the Court.

Sheldon refused to drop this sale and said he will conduct regardless Fedorova's objections it since he was paid for it.

Since nobody yet confirmed to be an authority or representative of the authority to conduct this sale, on October 23, 2022 Fedorova texted Mr. Sheldon and asked to disclose the method how he communicates with his clients and who hire and authorize him to conduct foreclosures sales and provide him documents used to conduct foreclosures. To Fedorova's surprise, Sheldon texted her that documents for foreclosures sales are mailed to him by Detroit Legal News and Mrs. Anna Graham. But according to publisher Ibrahim , Fedorova needed to

contact Potestivo lawyers about this foreclosure sale -without mentioning which particular lawyer Fedorova needs to contact. Clearly, Ibrahim made false statements to mislead Fedorova about DLP and its individuals' involvement as principals who ordered this sale; who hired Sheldon to conduct it and who furnished him documents.

When Fedorova asked Sheldon who represents Sellers during the auction and whom he returns documents after sales, Sheldon refused to respond Fedorova's questions.

**Claim under FDCPA** – against Sheldon, DLN; Thompson; Ibrahim and Graham. All Defendants are part of collection team, thus debt collectors under FDCPA and owe Fedorova duties. Defendants violated the law by acting as accessories in theft of Fedorova's property and resale of stolen goods to collect unlawful debt, specially when Defendants were informed by Fedorova about details of this transaction and warned about this legal action. **Accessories before the fact** provide assistance before the crime is committed. The criminal justice system in many states treats these defendants as a part of the underlying crime. **Accessories after the fact** only help once the crime has occurred. Criminal law tends to treat these offenses as similar to those for obstruction of justice. This leads to a big difference in the potential penalties for a conviction. In either case, the **accessory does not need to be present** during the crime. They can be miles away and still be an accessory.

Thus, Fedorova pleads for the Judgement against Defendants Sheldon, DLN; Thompson, Ibrahim and Graham for statutory damages and other damages for illegal collection activities and aid and abet illegal collection activities.

**Claim under RESPA.** Against Sheldon, DLN; Thompson; Graham; Ibrahim. Defendants are performing services which supposedly must be done by another company – PennyMac who

claims to be a Servicer without any servicing functions. Thus, Defendants are Servicers under RESPA and must provide Fedorova disclosures regarding their authorities to publish advertisement, hire Sheldon to order foreclosure sale; provide supporting documents for this sale; conduct actual sale of Fedorova's property; collect money [if any] and return documents under the sale to unknown to Fedorova parties. Defendants refused to make disclosures to Fedorova, in violation of RESPA, thus liable for damages.

Fedorova pleads for the Judgement against Defendants Sheldon, DLN; Thompson, Ibrahim and Graham for statutory damages under RESPA and other damages for illegal collection activities and aid and abet illegal collection activities.

**Claim under RICO Act , racket, mail fraud and wire fraud.** Against Sheldon, DLN; Thompson; Graham; Ibrahim. Defendants are active and in fact the main participants who are directly involved in theft of Fedorova's property via illegal auction sale – despite Fedorova's objections and warning to them about illegitimacy of their conduct.

Defendants are acting as accessories of a scheme to defraud, which involves the use of many sub-schemes, for the purposes of filing and prosecuting or causing of filing and prosecuting of thousands of unlawful sales of foreclosed properties where Defendant are well – aware that they act under unknown authorities who send them documents and instructions.

To implement and carry out Defendants' schemes to defraud in order to obtain money and properties, Defendants utilize United States mail and wire services to transmit false and fraudulent statements, material misrepresentations, forged documents; false and fraudulent assignments; Deeds (which are not recorded against Fedorova's property – yet Graham was hired to submit some “Deed “ to Sheldon; Affidavits containing material omissions of fact; and other false declarations in interstate commerce. Fedorova pleads for the Judgement against



Defendants Sheldon, DLN; Thompson, Ibrahim and Graham; demands to restrain them from conducting sale of her property; for treble damages under RICO; and other damages for illegal activities and aid and abet illegal collection activities.

**Claim for Common Fraud; aiding and abetting; accessories to illegal activities.**

Against Shedon; DLN; Thompson, Ibrahim, Graham.

Fedorova repeat and reinstate facts from above and states as following: The issue about resales of stolen goods has over 400 years of history and supported by numerous laws and courts' precedents.

Hammurabi, who reigned nearly four thousand years ago in Babylon, addressed it specifically in his famous law code:

*"If any one lose an article, and find it in the possession of another: if the person in whose possession the thing is found say "A merchant sold it to me, I paid for it before witnesses," and if the owner of the thing say, "I will bring witnesses who know my property," then shall the purchaser bring the merchant who sold it to him, and the witnesses before whom he bought it, and the owner shall bring witnesses who can identify his property. The judge shall examine their testimony--both of the witnesses before whom the price was paid, and of the witnesses who identify the lost article on oath. The merchant is then proved to be a thief and shall be put to death. The owner of the lost article receives his property, and he who bought it receives the money he paid from the estate of the merchant.*  
*Code of Hammurabi § 9 (L.W. King trans.)"*

In *Regent Alliance Ltd.*, the Court of Appeal, in an opinion by Justice Frances Rothschild, noted that the tort of conversion is a strict liability tort and that questions of the defendant's good faith, lack of knowledge, and motive are ordinarily immaterial (*citing Burslesci v. Petersen*, 68 Cal. App. 4th 1062, 1066 (1998)). Therefore, bona fide purchasers of converted goods will ordinary be liable for conversion.

All Defendants act as an accessory before the fact **who did not withdraw**. In Michigan, someone accused of aiding and abetting withdraws their assistance if he or she: notifies everyone else known to be involved in the commission of the crime that they are no longer participating,

provided that the notification is early enough to prevent the commission of the offense, and does everything reasonably within his or her power to prevent the crime from being committed, even if those efforts are eventually unsuccessful Under Michigan common law, someone can be an **accessory before the fact** without providing physical help. An accessory can merely intend for the crime to be committed and instigate, incite, or encourage someone else to do it. The presence of the defendant **at the crime scene** is a sign that he or she was an aider or abettor. His or her absence, however, does not mean that they did not aid and abet it.

Fedorova repeats facts from above and states as following: DLN is engaged in false advertisement when it publishes Notices of Foreclosures provided to them from unknown sources, without any verification of authority.

Moreover, DLN and its principals [here: Thompson, Ibrahim and Graham] are acting as they are authorities to hire and order Sheldon to sell for them properties which Defendants know or have reason to know they have no rights or authority to sell or publish these sales .

All Defendants refused to withdraw, despite Fedorova's demands.

Fedorova pleads for the Judgement against Defendants Sheldon, DLN; Thompson, Ibrahim and Graham; demands to restrain them from conducting sale of her property; for treble damages; and other damages for illegal activities and aid and abet illegal collection activities, jointly and as individuals.

Franklin Management while Mr. Foley and Mr. Bisignano's teams secretly conducted secretly conducted illegal "foreclosure" – in their own records only and without any disclosures to her. Fedorova pleads that "foreclosure" proceedings", they must be immediately ceased as void.

154. As the result of such extensive fraud by inducement and in the factum waged against Fedorova, she claims entitlement for a Judgement in her favor of this Court setting aside and expunging the product of such fraud; wrongful foreclosure, including all offending assignments, allonges and other instruments, plus against each and all Defendants for Fedorova's actual damages, treble damages; exemplary and punitive damages in a high multiple of Fedorova's actual damages, with accompanying award of her attorney fees (as ProSe she is entitled to it) and court costs, disgorgement of ALL ill-gained money, starting from refund of Fedorova's full closing costs and all other money paid up to date.

#### SECOND CLAIM FOR RELIEF: FORGERY.

Against Perl, Foley's individuals and Black Knight and NTC/Covius Defendants.

155. Fedorova repeat and reinstate her statements from above and claims as following: Fedorova was induced to enter into a transaction about which she knew nothing due to active concealment of material facts and real parties by her defendants.

156. Perl, who was not a lender, concealed from Fedorova the real parties – Black Knight FINTECH- and provided Fedorova forged RESPA Disclosure statements where Pacific Time line when this document was created was removed. Fedorova learned about it several years later, when she got an unaltered RESPA statement. Fedorova does not know who exactly forged the Statement, but she suspects it was done by Perl's personnel.

157. On May 31, 2020 NTC (owned by Covius Holding, LLC, who is part of Intercontinental Exchange, Inc. owner of MERS) employee Dave LaRose prepared forged Assignment of



Mortgage which had electronically stamped signatures of likely non-existing individuals (who never worked for MERS or NTC) whose names were randomly used for signature purposes.

158. During Court deposition in 2010, NTC employee Erica Lance explained in details how documents of assignment and transfer are prepared and recorded without any knowledge of any transactions and without any signature or notarization. While the person whose signature appears on the document knows it is being done, he has no knowledge or power to stop it or to verify that it is correct. In fact, roles of all these “Vice Presidents” and executives are assigned to NTC employees who are not VP or CEOs for any companies they claim as the source of authority. No law allows anyone to prepare, execute, notarize or record a document that is not known, for a fact, to be memorializing some actual event in the real world. No signature is valid unless the signor knows that the document is true and accurate as to what is on it. “Authorization” to execute an unknown document is no authorization at all.

159. Lance also disclosed that NTC employees merely attach provided to them stamp signatures to thousands of various documents per DAY. The documents itself are prepared by someone else and forwarded to NTC in bulk via secured website – which at all times was Lending Processing Services, Inc. and DocX, LLC.

160. LPS was renamed as Black Knight et al; while DocX, LLC is still operated under the same name, as Georgia corporation, under leadership of Foley’s employees Todd and April Johnson and apparently in the same business as of today.

161. Foley’s Black Knight fna LPS mass document forgery mill is well known by every enforcement Agency and most American citizens. The lawsuit, filed on December 15, 2011, in the 8th Judicial District of Nevada, follows an extensive investigation into LPS’ default servicing of residential mortgages in Nevada, specifically loans in foreclosure. The lawsuit includes

allegations of *widespread document execution fraud, deceptive statements made by LPS.*

The lawsuit alleges that LPS (now Black Knight) :

1) Engaged in a pattern and practice of falsifying, forging and/or fraudulently executing foreclosure-related documents, resulting in countless foreclosures that were predicated upon deficient documentation;

2) Required employees to execute and/or notarize up to 4,000 foreclosure-related documents every day;

3) **Fraudulently notarized documents** without ensuring that the notary did so in the presence of the person signing the document;

4) Implemented a widespread scheme to **forge signatures on key documents**, to ensure that volume and speed quotas were met;

5) ***Concealed the scope and severity of the document execution fraud by misrepresenting that the problems were limited to clerical errors;***

6) **Improperly directed and/or controlled the work of foreclosure attorneys** by imposing inappropriate and arbitrary deadlines that forced attorneys to churn through foreclosures at a rate that sacrificed accuracy for speed;

7) Improperly obstructed communication between foreclosure attorneys and their clients;

8 ) **Demanded a kickback/referral fee from foreclosure firms** for each case referred to the firm by LPS and allowed this fee to be misrepresented as “attorney’s fees” on invoices passed on to Nevada consumers and/or submitted to Nevada courts.

162. LPS’ misconduct was *confirmed through testimony of former employees, interviews of servicers and other industry players, and extensive review of more than 1 million pages of relevant documents. Former employees and industry players describe LPS as an assembly-line*

*sweatshop, churning out documents and foreclosures as fast as new requests came in and punishing network attorneys who failed to keep up the pace.* LPS is the nation's largest provider of default mortgage services, processing more than fifty percent of all foreclosures annually.

163. Fedorova repeats these statements as her own allegations; and adds that LPS is now Black Knight, under the same leadership, and its business model was not changed at all. It is the same organized extortion racket and document forgery mill, just renamed.

164. Fedorova pray for relief and judgement in her favor and requests Court to declare her transaction with Perl as void; and all associated documents as void due to fraud and forgery by Defendants, plus appropriate monetary damages.

### THIRD CLAIM FOR RELIEF. BREACH OF CONTRACT.

Against Perl, Bell Title, First American Title and Fidelity/BlackKnight defendants

165. Fedorova repeat her allegations from above and states as following. Fedorova entered into written and implied contract with each defendant. Written contracts were with Bell Title and FAM, while implied with Fidelity/BlackKnight who was the real party in her transaction. An implied contract was created by the actions, behavior, or circumstances of the people involved. And has the same legal force as a written or verbal contract. The implied contract, such as an implied warranty, is assumed to exist, and no confirmation is necessary.

166. Contract with Perl was for a mortgage loan, which Fedorova never received even though she erroneously issued a Promissory Note which lacked consideration. Perl had no contractual intent to loan Fedorova any money, was participating for illegal purposes to receive fees.

167. Black Knight, who conducted origination and all other manipulations without Fedorova's knowledge, also had no intention to loan Fedorova any money. Black Knight wanted Fedorova's signature on the documents , so it will be used in illegal unregulated but very lucrative

securitization scheme. Thus, both parties to Fedorova's contract – Perl and BlackKnight breached their parts of obligation first, thus this contract was initially void as based on fraud and lack of meeting of minds. Therefore, Fedorova has under no obligation to perform either.

168. Contract with Bell title, FAM and Fidelity as claim agent was for the Title Policy, for which Fedorova paid at the closing. This Eagle Title Insurance policy promised Fedorova property free and clean of all liens. Fedorova failed to receive property "free and clear" as required by the contract, but instead received it subject to the JP Morgan Chase lien which was not removed at the closing since the title company had failed to secure a release. Moreover, JP Morgan has no accountability for money it suppose to receive from Bell Title on behalf of Fedorova; and Bell Title has no financial records which can proof they made this payment.

169. FAM and Bell Title provided \$135,000 coverage for any Title damages, and increase to 150% in 5 years or \$202,500.00

170. All parties, directly and indirectly, promised Fedorova clear property Title and compensation for damages in the situations where fraud, forgery, defective documents and defective notarizations and fraudulent transfers are involved – before, during and after her closing. All present.

171. Fedorova performed her part and paid for the policy. Her counterparties breached their obligations and fiduciary duties, negligently and now refuse to comply with their promises to compensate Fedorova for damages despite Fedorova's demands. Both Bell Title and FAM deny Fedorova coverage without reason and failing to conduct an investigation into her claims or provide her requested documents. Fedorova pray for relief and requests this Honorable Court for an order to direct Bell Title, FAM and Fidelity to perform and compensate Fedorova for all damages \$202,500.00 as promised under the policy. Any other relief.

FOURTH CLAIM FOR RELIEF: BAD FAITH.

Against Bell Title, First American, Fidelity and ALTA Defendants

172. By law, in any state, Title Insurance companies owe customers a duty to act in good faith. Simply put, this means that the title insurance company not look for ways to escape its obligation to investigate the claim or to pay its customers. Insurance companies that take steps to avoid having to settle claims or issue compensation are deemed to be acting in bad faith.

173. Fedorova on numerous occasions demanded her Title Insurance providers, Bell Title and FAM to investigate her Claims and compensate her for damages under her Eagle Policy. Fidelity, who is a claim agent in its own words, is always hiding from Fedorova.

174. In February 2022 Fedorova provided FAM and Bell Title written Notice of Bad Faith and offered them sufficient time to settle her demands and compensate her for damages.

175. FAM and Bell Title never responded and continue unwarranted denial of coverage; fail to communicate pertinent information to the claimant; fail to conduct a reasonable investigation of the claim; refuse to pay the claim; fail to attempt to come to a fair and reasonable settlement when liability is clear; and fail to enter into any negotiations for settlement of the claim.

176. Their trade Association, ALTA, who is issuing guidelines to its members, is also acting negligently and in bad faith when it fails to maintain its members compliance with its own rules.

177. Fedorova on numerous occasions contacted ALTA and its Board asking for help with the settlement of damages by Bell Title and FAM. ALTA never offered any help to Fedorova.

178. Fedorova pray for a Judgement in her favor and for an Order against all Defendants, jointly and severally to determine that they act in bad faith and must pay Fedorova actual damages \$202,500.00 as promised under the Policy and punitive damages, exemplary damages and other damages. In Matson Terminals v. Home Insurance Co Home Insurance Company

denied coverage for a \$10 million earthquake claim, and a California jury concluded the denial, based on a policy exclusion, was in bad faith. The jury awarded \$11,000,000 in punitive damages. The appeals court affirmed the award that included \$23.5 million in compensatory damages. ALTA Defendants must be directed to assist Fedorova to reach this Settlement with FAM, Fidelity and Bell Title and order them to pay Fedorova as promised under her Policy.

**FIFTH CLAIM FOR RELIEF: VIOLATION OF FDCPA.**

Against Master Servicers; Sub-Servicers and Pretender Servicers, Potestivo lawyers; Title Insurance companies ; Equifax

179. All listed above Fedendants are Debt collectors who supposedly collect debt owed to others; or Regulated Persons who whose business is collection of debt.

180. The debt must be actual money owed to a particular lawful Creditor. Real debts required repayments; virtual debts are not recognized under the existing law. It is unlawful for a “regulated person” to make an “inaccurate, untrue, or deceptive statement or claim in a communication to collect a debt.” M.C.L. § 445.252(e).71 and 15 U.S.C. § 1692 –1692p.

181. The purpose of Defendants’ (disclosed and undisclosed) communication with Fedorova was collection of alleged “debt”. Pursuant to FDCPA, Defendants required to make disclosures to Fedorova under said statutes, such as the nature of this debt; and ownership of this debt, along with supporting financial documents and clear identity of each involved collector.

182. Fedorova many times submitted her DVR to all collectors – including those who do actual collection –Black Knight, FiServ and Exela - but refused to identify themselves. Her demands to validate with either ignored and not answered; or answered in a deceptive manner, without responds to key questions about proof of existence and ownership of alleged “debt”.

183. Under the FDCPA, if a debt collector does any of the restricted activities listed below it is considered a FDCPA violation. It is a FDCPA violation to make misleading or false



representation through a phone call, email, voice mail or letter. Misleading information or FDCPA violations include: Mislead the consumer with the ownership, amount or the status of the debt; making misleading statements to make an individual believe the collection agency is affiliated with the state of federal government and the debt collection documents are official government documents.

184. All elements are present. Mr. Foley's Black Knight and Mr. Bisignano's FiServ, acting under PennyMac and Caliber names, are actively gaslighting Fedorova with fraudulent demands, purportedly under authority of GinnieMae, to coerce Fedorova to make payments and sign promises to pay PennyMac, who is merely renting their names to this illegal scheme.

185. Title Insurers and CRA are acting that the account receivable exists thus contribute to the collection team illegal practices thus are part of unlawful collection

186. Now Foley and Bisignano's teams hired law Firm Potestivo and Associates, PC and its lawyer Haack whom they send instructions via "secured website" while Haack and Potestivo do not know if their client, are threatening foreclosure on the basis of purportedly missed payments for alleged "loan" which were not missed and nobody can prove any existence of ownership of alleged "loan" which nobody still can find on anyone's books and ledgers. The FDCPA and MRCPA provides a remedy to any "person who suffers injury, loss, or damage" a result of the "use of a method, act, or practice in violation of this act[s]." Defendants violated the FDCPA and MRCPA and violations were willful.

187. Defendants' violations of the MRCPA proximately caused Plaintiff to suffer economic damages as, in order to mitigate her damages and avoid a foreclosure, Plaintiff is forced to agree to an onerous modification of the Loan with irrelevant party PennyMac.

188. Defendants' violations of the FDCPA and MRCPA caused Plaintiff injury, harm, and

loss, including noneconomic loss in the form of substantial mental stress, emotional distress, and mental anguish, and suffering.

189. WHEREFORE, Plaintiff requests that judgment be granted in her favor against Defendants, specifying the following relief: (a) an award of actual damages; (a) an award of statutory damages; (c) an award 3 times the amount of actual damages; (d) An award of costs and reasonable attorney fees. Any and all equitable relief as the court deems just .

**SIXTH CLAIM FOR RELIEF: VIOLATIONS OF RESPA.  
Against Master Servicers, Sub-Servicers and Pretender Servicers.**

190. It is unlawful for a “licensee” to engage in fraud, deceit, or material misrepresentation in connection with any loan servicing transaction with respect to a residential mortgage loan where the mortgaged property is located within the State of Michigan. M.C.L. § 445.1672(b). The same provisions are in RESPA. All Defendants, acting individually and as a group, violated laws and materially misrepresented the ownership and status of the Loan in communications to Plaintiff – while Defendants knew that none of them own the account receivable for Fedorova’s alleged loan; or the identity of Fedorova’s alleged Creditor.

191. Servicers Covius and Franklin declared Fedorova in Default and demanded from her substantial amounts of money. When Fedorova submitted to them QWR, demanding to identify the owner of the alleged Debt and disclose under which authority Covius and Franklin are servicing Fedorova’s alleged obligation, Covius and Franklin never responded.

192. PennyMac’s responses are always coming from automated FINTECH platforms, mostly from FiServ and Black Knight who act under glimpse of “PennyMac” whose employees do not prepare these responses or participate in any servicing activities attributed to PennyMac.

193. Defendants unlawful conduct is in violation of RESPA, 12 U.S.C. § 2605 and constitute violations of the MBLSLA under M.C.L. § 445.1672(a). Defendants refusals to provide essential

disclosures are violations of RESPA which caused Plaintiff to suffer actual harms and damages, including deprivation of information to which she is legally entitled, confusion regarding Plaintiff legal rights, economic and noneconomic damages in the form of substantial mental stress, emotional distress and mental anguish

194. WHEREFORE, Plaintiff respectfully request that judgment be granted in her favor against all and each Defendants such as Actual and statutory damages; Statutory costs and reasonable attorney fees Such further legal and equitable relief as the Court deem

**SEVENTH CLAIM FOR RELIEF: MAIL FRAUD AND RACKET.**  
**Against Master Servicers, Sub-Servicers, Pretender Servicers, Title Companies and**  
**Equifax**

195. Fedorova repeat and reintate by reference paragraphs from above. It is unlawful for anyone employed by or associated with any enterprise engaged in, or the activities of which affect, interstate or foreign commerce, to conduct or participate, directly or indirectly, in the conduct of such enterprise's affairs through a pattern of racketeering activity or collection of unlawful debt. 18 U.S.C.A. § 1962(c).

196. All Fedorova's Defendants are engaged in a wide-spread sophisticated pattern racketeering activities. All their income derives from racket and collection of imaginary "debt" either directly via chain of sham conduits [Foley's Fidelity/Black Knight/ServiceLink; Biginano's FiServ; Cogburn's Exela who use pretender Servicers's names like Caliber and PennyMac.] or indirectly. Although advertised as financial technology companies, Defendants, in a very real sense, are prime players in the creation maintenance, and promotion of securitization infrastructures and the creation, maintenance, and prime players in fake collections and foreclosure infrastructure that plagues not only homeowners but virtually everyone else who is a party to what appears as an installment debt. All Defendants use mail in their criminal

activities to extort money from homeowners as additional revenues. Black Knight and FiServ are also all involved in the creation and use of false fabricated documents that refer to nonexistent transactions for the sole purpose of achieving a remedy to which nobody is entitled to receive — foreclosure since Black Knight and FiServ are the central command of all illegal foreclosures based on false claims of securitization of debt.

197. Defendants use various forms of tricks and coercion, mainly by demanding payments to which they are not entitled using threats; and fabricate forged documents to use in illegal foreclosures. It recites a pattern of illegal activity to get foreclosure remedies that were awarded to thousands of players in millions of cases and distributed like candies instead of satisfying a loan account receivable — which of course did not exist, being basically irrelevant to the securitization infrastructure that sold intangible rights and bets rather any debt of any consumers or homeowners. Proceeds from these illegal activities are laundered, mostly offshore and invested in legitimate business. For example, Mr. Foley is heavily invested his illegal profits from his leadership in this RICO scheme and document forgeries in wine and food business, in America, Europe, New Zealand and other countries.

198. It is undisputable that the (1) enterprise exists – it is identified and described in bogus Settlement with Department of Justice; (2) that the enterprise affect interstate commerce-via chain of shell game corporations; (3) that each defendant was associated with or employed by the enterprise; (4) that each defendant engaged in a pattern of racketeering activity either directly or as organizer and manager; and (5) that the defendant conducted or participated in the conduct of the enterprise through that pattern of racketeering activity through the commission of at least two acts of racketeering activity in 10 years. For Foley's Fisignano, Cogburn, ect. racket is their lifestyle and main source of all revenues.

199. Section 1962(c) is the most common RICO offense subsection, and referred to as a “substantive RICO violation.” To prove a section 1962(c) violation, the civil RICO plaintiff must prove that a person employed by or associated with an enterprise conducted or participated in the conduct of the affairs of the enterprise *through* a PORA. The enterprise and PORA elements have been described above. All elements met. Defendants send Fedorova “billing statements” on behalf of sham conduits (PennyMac, Caliber) who collect royalties for use of their names and direct Fedorova to send her money to P.O. Boxes where her payments are collected and processed by Exela via designated Bank’s account where pretender Servicers do not have access. Access to this account have Foley’s or Biginano’s employees (George Fazio, for example) who launder Fedorova’s money into another account by logging in Foley’s secured website and making transfers – while these employees most likely do not even know who issue them directions. This is a classic, text-book example mafia-style racket with use of mail and wire transfers to perpetrate this crime.

200. The “conduct and participate in the conduct of” element is governed by a Supreme Court case, Reves v. Ernst & Young, 507 U.S. 170 (1993) which set forth the RICO “operation or management” test. Under *Reves*, a defendant guilty or liable under section 1962(c) must have some part in directing the enterprise’s affairs. He need not be a member of the enterprise’s control group and may be just a “lower rung” participant, but his actions must involve the performance of acts, functions, or duties which are related to the operation or management of the enterprise. All elements met for individual defendants and their criminal enterprises.

201. Fedorova pray for relief and immediate preliminary Discovery; and for Judgement in her favor, for actual damages; treble damages; punitive damages; exemplary damages and damages for extreme emotional distress since she is fighting alone with a huge, extremely dangerous



Criminal enterprise which can make Gambino family green with envy.

**CLAIM FOR RELIEF: VIOLATION OF TRUTH OF LENDING ACT.**

**Against Perl , Bell Title, and Fidelity/Black Knight/ServiceLink Defendants**

202. The Truth in Lending Act law (TILA) is a body of federal laws that protect borrowers. It does this by requiring banks and other institutions that offer loans to make appropriate disclosures to borrowers in writing about finance charges and other features of credit transactions. TILA violations include the following practices on the part of lenders: misrepresentations; failure to disclose necessary information about a loan. TILA is requiring full disclosure of loan costs and terms; creating the right of rescission, which means creditors can back out of loans within a certain period of time after the loan is made; providing protections for borrowers whose primary residences are security for mortgage loans.

203. Nobody wants to sign into a deal that is bound to end up either in litigation or the threat of it. But that is exactly what almost every would-be borrower gets in the “lending marketplace.” They certainly are NOT getting a loan with a “true lender” and there is no loan account, nor any risk of loss or any other attributes that one would expect from the counterparty in a loan transaction. And despite the Good Faith estimate and other disclosure statements that are required by law to be delivered in clear bold English regarding the compensation, commissions, profits or other revenue generated from the supposed “loan” transaction, there is absolutely no disclosure of the fact that but for the issuance and sale of securities at amazing levels of revenues and profits, there would be no loan.

204. So no homeowner, including Fedorova, understands that the closing is a ruse. The closing agent is just another layer in the series of curtains that provide cover for plausible deniability. The agent’s job is to secure signatures on documents that will be reported — not used — as the

basis for the sale of unregulated securities (that should be regulated as securities). There is no lender. There is a mortgage broker or just a salesperson who often receives only a report of distribution of money and instructions to record the documents.

205. So the bottom line is that the consumer [here: Fedorova] gets the money or money is paid on her behalf - which in about 80% of all transaction is merely information about money- and the consumer makes a written promise (the promissory note) to pay back what they received. But they only made that promise because they thought this was a loan transaction and not an essential step in the issuance and sale of securities — and many layers of derivatives based upon the sale of those securities. The consumer never gets a chance to do what TILA intended — bargain for the best possible deal, which in this case would be a share of the stupendous revenues and profits from the sale of securities equal to, on average, at least 12 times the amount of the money they were receiving. And for Wall Street, that was what the deal was all about. Securities firms are not interested in lending money. They are only interested in selling securities. Any other tale told by Wall Street is pure rubbish.

206. In every case where securitization is even tangentially involved, every person whose signature appears on purported “transfer” documents (Assignment or endorsement) can be sued.

207. This is because they either allowed their signature to be used or they signed something that they were (a) unauthorized to sign or (b) they were completely ignorant as to its content. Every person actively involved in the lending marketplace who was working, directly or indirectly, with Wall Street, can be sued because they knew they were only acting as salespeople not lenders. Every person actively involved in foreclosure activities in which “REMIC trusts” are mentioned, asserted, alleged can be sued because they were pursuing collection on a nonexistent debt, based upon on unfounded claim on behalf of a fake claimant. Each one of them was acting

for a fee and none of them were capturing proceeds from collections and foreclosures that were intended or ever were used to reduce a loan account.

208. Fedorova repeat and reinstate paragraphs from above and states as following: Perl and Fidelity Defendants are involved in alleged “lending” practices where Perl is pretending to be a Lender while Foley’s Black Knight originates and process about 62% of all so-called “lending” in America, per its own words. Therefore, they are considered “lenders” under TILA who must provide Fedorova full disclosures as required under the law. Perl, who was merely an intermediary between Fedorova and Black Knight FINTECH, failed to disclose Fedorova any essential information about the real parties in her transaction, or make any true financial disclosures for a simple reason – Perl did not prepared these disclosures and was not intended to make them since Fedorova’s transaction was entirely handled by Foley’s FINTECH, who was the actual facilitator who prepared all documents forwarded to Fedorova under Perl’s name.

209. Since Perl and Foley’s FINTECH companies are still considered as “Lenders”, their conduct violated TILA requirements, so, Fedorova was not able to make an informed decision due to Defendants lack of disclosures, which resulted in damages to Fedorova.

210. Fedorova pray for relief and statutory damages, against each and all Defendants; and demands rescission as a relief from her non-existing “loan”. Under the law, Fedorova has up to three years to rescind her alleged “loan” – which starts from discovery, which Fedorova made on February 28, 2022 after GinnieMae finally disclosed to her that here was no loan transaction.

**EIGHT CLAIM FOR RELIEF:  
TRESSPASS AND INVASION OF PRIVACY.  
Against Master Servicers, Sub Servivicers and Pretender Services.**

211. Fedorova is under attack of organized campaign of nuisance, trespasses and invasion of her privacy operated by Foley’s and Fisignano’s teams who use various FINTECH companies

and even Artificial Intelligence to send her numerous letters, Notices, ect – specially trying to extort from her money and services masqueraded as “modifications” of her non-existing “loan”

212. As soon as Fedorova signed her “Mortgage”, her mailbox was full of electronically generated offers to “refinance” under most predatory terms, with huge cashouts. When Fedorova filed her complaint against one of these companies, all “offers” magically disappeared. Currently Fedorova receives non-stop letters from California’s undisclosed senders who offer her to insure her “new mortgage with Perl” ; realtors who offer to sell her home and bankruptcy lawyers who offer her bankruptcy protection. She is also constantly approached by her neighbors who ask about her “foreclosure” situation – which adds to her enormous emotional distress.

213. During all time in question Mr. Foley’s team hired via its secured website so-called “property inspections” performed by Servicer Cyrexx, and RSB Field Services (“RSB”) whose employees regularly entered Fedorova’s property, took pictures of her home and surrounding, look in her windows and wander around the house and of course billed Fedorova \$15 for each “inspection” . RSB, who has extremely negative reviews from its own employees who accused its owner Randy Balamut with non-payments to his agents, is Arizona corporation who has no registration in Michigan. So, their presence on Fedorova’s property is a classic criminal trespass.

214. When Fedorova sent Cyrexx and RSB Qualified Written Requests and demanded explanation under whose authority they conducted these “inspections” along with names of individual officers who issued instructions to Cyrexx and RSB and names of agents who accessed Fedorova’s property, they refused to respond. As the result of Defendants illegal, irritating, offensive, obstructive and dangerous conduct, the entire Fedorova’s family is suffering from sleep disorder, nightmares and live in constant fear for their lives due to these invasions.

215. Defendants’ illegal conduct is a text-book criminal trespass; nuisance and invasion of

privacy and must be immediately ceased. Defendants (whose who physically performed these actions and those who organized and aided it) intentionally and maliciously interfere with Fedorova's use and enjoyment of her property, while criminally and regularly trespassed Fedorova exclusive use of land plus try to extort from her money for it!

216. Since this nuisance, trespasses and invasion of Fedorova's property continuous as of today, she demands for the Court order prohibiting Defendants from further illegal conduct; and the cost of putting a stop to the nuisance, trespass and invasion of privacy. The defendants' conduct caused a substantial and unreasonable interference with the plaintiff's use and enjoyment of property; the conduct was intentional and unreasonable; the plaintiff has a protected interest in the land where the nuisance occurs.

217. A nuisance, trespass and invasion of privacy caused physical [monetary] since Foley pass "inspections" fees on Fedorova; and emotional harm to plaintiff who lives in constant be fear m annoyance, pain and suffering such as constant anxiety (Fedorova is constantly afraid to be in her own home knowing about Cyrex and Randy Balamut's mob weekly visits); mental anguish resulted in severe muscle pain resulted from the defendant's interference with the plaintiff's use and enjoyment of his or her land. All Defendants-specially organizers Foley and Biginano's teams – are perfectly aware that their and their agents action (and inaction) unreasonably risks interfering with Fedorova's interest in the use and enjoyment of land and act intentionally and maliciously , with the purpose of causing the nuisance, invasion and trespass Plaintiff must have a sufficient legal interest in the land in question by ownership.

218. Fedorova pray for an Injunctive Order to restrain Defendants from any further invasion and criminal trespasses to her property; order them to disclose names and contact information for each individual who authorized these "inspections" and the source for this authority; and



damages, including damages for extreme emotional distress, pain and suffering and the cost of putting a stop to the nuisance.

#### NINETH CLAIM FOR RELIEF: SLANDER OF TITLE

Against Perl Defendants; MERS/ICE Defendants; Foley Enterprise; Bisignano Enterprise; PennyMac Defendants; Potestivo Defendants; JP Morgan Chase; NTC defendants.

219. The elements of slander of title are (1) the publication of a false statement and (2) doing so with malice or desire/intent to injure the plaintiff and cause her irreparable damages. Claims for slander of title can be brought under both statute and common law. Statutorily, a claim for slander of title may be brought pursuant to MCL 565.108, which states:

*“No person shall use the privilege of filing notices hereunder for the purpose of slandering the title to land, and in any action brought for the purpose of quieting title to land, if the court shall find that any person has filed a claim for that reason only, he shall award the plaintiff all the costs of such action, including such attorney fees as the court may allow to the plaintiff, and in addition, shall decree that the defendant asserting such claim shall pay to plaintiff all damages that plaintiff may have sustained as the result of such notice of claim having been so filed for record. MCL 565.108.*

220. The necessary elements to prove a claim for slander of title under MCL 565.108 are the same as those which are required under common law (falsity and malice). As to the first element, falsity is established when the published (i.e., recorded) statement (such as a lien, affidavit, mortgage, or other recordable instrument) is untrue.

221. Falsity can be proven in a variety of ways. For example, where a mortgage or other lien is filed against a property without an underlying legal basis (such as to secure a debt), falsity will be established where a plaintiff demonstrates the absence of any such basis.

222. Defendants Perl knew that they are not the lenders and their alleged “loan” had no consideration. Defendants MERS knew that they are not mortgagees or assignees for Perl. Yet, Perl and MERS allowed Foley’s Enterprise to prepare and file fraudulent “Mortgage” which had no underlying legal basis other than defraud Fedorova and expose her to illegal collection

and racket by Foley, Biginano, Cogburn and their subsidiaries who acted with actual malice under directions from one of undisclosed to Fedorova investment banks. Defendants NTC knew that their "Assignment of Mortgage" by Perl/MERS to PennyMac is forged, and described a transaction which never happened in the real life; and cannot happen in the real life. Defendants NTC knew that this fraudulent assignment prepared without any consideration of legal authority will be used to defraud Fedorova; Courts; Recorder's Offices and other people who may rely on information in this assignment which was legally void ab initio. Yet, NTC acted with actual malice and intent to damage Fedorova's Title; cause her damages and enable illegal collection and theft of her property by Foley and Biginano's enterprises who issued instructions to NTC.

223. JP Morgan Defendants knew that their "Discharge of Mortgage" was fake, forged [robo-signed] and described a transaction which did not happened in the real life since nobody discharged Seller's Stein's mortgage – due lack of ownership of this lien. Yet, JPM allowed this fictitious "discharge" to be recorded to deceive Fedorova and cause her damages.

224. As to malice, Michigan courts have concluded that the second element of a slander of title claim can be proven with evidence that the defendant either knew that the statement (lien, affidavit, mortgage, or other recordable instrument) was false when it was recorded. In other words, if a defendant records a mortgage (or other statement) against plaintiff's property, despite knowing that there is no underlying loan or other agreement with the property owner, malice may be established. All elements are present in Fedorova's situation.

225. Slander of title claims arise in a variety of situations. The most common involve mortgages or liens that are fraudulently recorded against property. Defendants knew there was no legal basis for the mortgage and the Assignment, which in turn established the element of malice. Consequently, the defendants are liable for slander of title and the plaintiff must be awarded

damages including her attorney fees and costs incurred in pursuing the lawsuit

226. Therefore, Fedorova pleads this honorable Court for a judgement against Defendants and for an order awarding her actual damages, compensatory damages; punitive damages; exemplary damages; damages for extreme emotional distress and other damages and legal costs.

#### TENTH COUNT FOR RELIEF: VIOLATION OF FCRA

Against Foley & Foley's Enterprise, including FIS Output Solutions and Equifax

227. The FCRA governs the behavior of consumer reporting agencies, also called "credit bureaus," and the businesses or individuals that report information to the consumer reporting agencies (CRAs). The CRAs compile this information into Fedorova's credit report. CRAs do not perform the investigation or performs it incorrectly. The Consumer Financial Protection Board is doing a deep dive into both debt collection and reporting under the FCRA. Apparently, someone woke up to the fact that reporting "agencies" (none of them are governmental) are indeed required to perform both due diligence and an investigation when the "debtor" challenges a negative credit report. Here is the quote from the latest CFPB bulletin.

**2.2.1 CRC duty to conduct reasonable reinvestigation of disputed information** The FCRA requires that a CRC must conduct a reasonable reinvestigation of disputed information to determine if the disputed information is inaccurate whenever the completeness or accuracy of any item of information contained in a consumer's file is disputed by the consumer and the consumer notifies the CRC directly, or indirectly through a reseller, of such dispute.<sup>8</sup> *In several reviews of CRCs, examiners found that CRCs failed to conduct reasonable investigations of disputes in multiple ways. Examiners also found that rather than resolving disputes consistent with the investigation conducted by the furnisher, which in many instances would have required correcting inaccurate derogatory information and replacing it with accurate positive information, CRCs simply deleted thousands of disputed tradelines. Examiners also found that CRCs failed to conduct reasonable dispute investigations when they failed to review and consider all relevant information submitted by the consumer in support of their disputes.* After identification of these issues, CRCs were directed to cease violating the FCRA's dispute investigation requirements. [e.s.]

228. In practice what this means for consumers who partake of the twisted financial products offered under cover of false labels is that if Fedorova submit a contest to the credit reporting

agencies with an appropriate summary and exhibits and state the nature of the contest and the reasons for it, the CRA must conduct a deliberate investigation to determine whether or not it is true. If the “furnisher” is unable to establish the accuracy of the report the furnisher must withdraw it or the CRA must take it down.

229. Fedorova many times submitted disputes to Equifax demanding to provide her proof of accuracy of reported information. The putative “Creditors” were unable to corroborate their claims for rights to administer, collect and enforce the alleged underlying obligation — despite being contractually bound to do so (FCRA, and bound by the statutory duty to do so (FCRA, FDCOA, RESPA). Equifax never validated reported information and CRAs did not removed it from Fedorova’s credit reports.

230. Claim against Foley Enterprise. Foley’s Enterprise furnished false information to all CRAs which Foley knew was false and yet refused to remove this information which violated FCRA and caused Fedorova damages. Thus, Foley and Foley’s Enterprise are each liable for \$1,000 statutory damages and all other damages. Foley must remove this false information from ALL CRA’s – including parallel databases operated by Black Knight, Inc.; CoreLogic, Inc. and FiServ, Inc. where they store customers’ personal data – without disclosing this source of information to customers.

231. Claim against Equifax. The Agency accepted unverified information furnished to them by electronically signed methods, without ANY supporting documentation which can prove existence, ownership and status of alleged debt. Equifax refused to conduct even minimal investigation and obtain basic documents or wet-ink signed Affidavits with the full name of financial officer from whom The Agency receive information about Fedorova’s alleged “debt”. And refused to remove unverified records from Fedorova’s credit report. Equifax allowed FIS a

non-authorized access to Fedorova's credit report without permissible purposes and without any disclosures to Fedorova, in violation of FCRA. Thus, is liable for \$1,000 statutory damages plus other damages. The Agency must provide Fedorova verified information by requesting documents from responsible financial officers of each furnisher; or remove derogatory entries since the alleged "loan account" has been eliminated by Wall Street banking strategies.

CONCLUSION: Foley, Foley's Enterprise, FIS and Equifax violated FCRA and each liable to Fedorova for \$1,000 statutory damages, other damages and legal costs

**CLAIM FOR COMPENSATION UNDER FEDERAL TORT CLAIMS ("FTCA")  
Against HUD, Ginnie Mae and Securities Exchange Committee.**

232. Fedorova demands HUD, Ginnie Mae and SEC to compensate her for damages Fedorova suffered due to these Agencies and their employees negligence and reckless conduct.

Enacted on August 2, 1946, the Federal Tort Claims Act provides a limited waiver of the United States' immunity from suit, allowing claims for damages for injury or loss of property, or personal injury or death caused by the negligent or wrongful act or omission of any employee of the Government while acting within the scope of his office or employment, under circumstances where the United States, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred. 28 U.S.C. § 1346(b).

233. Individuals who are injured or whose property is damaged by the wrongful or negligent act of a federal employee acting in the scope of his or her official duties may file a claim with the government for reimbursement for that injury or damage. In order to state a valid claim, the claimant must demonstrate that (1) he was injured or his property was damaged by a federal government employee; (2) the employee was acting within the scope of his official duties; (3) the employee was acting negligently or wrongfully; and (4) the negligent or wrongful act proximately caused the injury or damage of which he complains. The claimant must also provide

documentation establishing that his claim satisfies all the elements of the FTCA. A person wishing to make a claim for reimbursement under the FTCA for damage or injury caused by an Agency or its employee must first file an administrative claim.

234. All requirements are met. Fedorova suffered irreparable damages, including damages to her property Title; damages to her health due to extreme emotional distress; monetary damages, damages to reputation; and other damages. It took Fedorova over two years and an enormous amount of efforts and stress to receive a respond to her 2019<sup>th</sup> FOIA request from HUD where they confirmed that HUD has no records about Fedorova's transaction; and alleged "servicing" by Caliber and PennyMac.

235. In the meanwhile, HUD/GinnieMae Senior VP Drayne lied to Senator Peters about Fedorova's "loan status" with Ginnie Mae and HUD did absolutely nothing to discipline and remove Drayne (who as CEO of Chevy Chase stole \$5.2 Billion from Ambac) from his cushy position in the public Office.

236. SEC refused to conduct any investigation about Fedorova's Whistleblower Tip submission and never responded to her or sent runarounds.

237. HUD/Ginnie Mae and SEC are perfectly aware about extortion racket against Fedorova by Foley and Bisignano's Enterprises who are posing as "Ginnie Mae's Servicer PennyMac"; and act recklessly and negligently, with gross disregard to all damages suffered by Fedorova, including extreme stress accompanied by substantially worsened health condition. Fedorova, who is mercilessly gaslighted by Foley and Bisignano's criminal enterprises lives in constant fear for her life and in fear of losing her home. Foley and Bisignano regularly (one-two times per month) send her some "inspectors" who enter her property as they pleased, take pictures of Fedorova's home and belongings and never respond to her QWR when she asked for disclosures.



HUD and Ginnie Mae continuously promote and support this illegal conduct, thus contributing to Fedorova's damages to property and personal damages. In May 2022 Florida Court awarded a veteran \$77 million in damages for defective ear plugs. On August 24, 2022 a federal jury has found that Los Angeles County must pay Vanessa Bryant \$16 million after first responders snapped and shared grisly photos of the 2020 helicopter crash that killed her husband, 13-year old daughter and seven others. The jurors also awarded \$15 million to plaintiff Chris Chester, who lost his wife, Sarah, and daughter Payton. Jurors unanimously found that the LA County Sheriff's Department violated the constitutional rights of Bryant and Chester when they failed to train their employees on accident scene.

238. Fedorova's situation is no different. Her constitutional rights for peaceful enjoyment of her property and her personal privacy are violated, since she is dealing with a criminal mob who is stealing from Fedorova money, entering her land; taking pictures of her property, transfer her property to themselves, all while acting under HUD's authority and with their permission.

239. HUD/GinnieMae and SEC, who completely rely of Foley's and Bisignano's criminal "technology", could easily stop Foley and Biginano's mobs tortures conduct and extortion racket against Fedorova by ordering them to comply with the law and with HUD's own rules. But they continue to act negligently and maliciously against Fedorova who lives in constant fear and under enormous stress. For the record, as of today Ginnie Mae is listed as "Investor/ Guarnator" on MERS/ICE website while Ginnie Mae's FOIA officers confirmed that HUD has no records about Fedorova's transaction at all.

240. Fedorova submitted her Administrative Claims with HUD/Ginnie Mae on April 12, 2022 and with SEC on April 20, 2022 where she offered Agencies to investigate her claim and compensate her for damages. None of them initiated any investigation or responded to

Fedorova's Claims. HUD, GNMA and SEC act recklessly by promoting tortious conduct against veteran Fedorova who is mercilessly gaslighted and terrorized by criminal enterprises – Foley and Bisignano – enabled by HUD and SEC with gross disregard to Fedorova's health.

241. Therefore, Fedorova pleads this Honorable Court for relief, including monetary damages under FTCA and injunction by ordering Foley and Bisignano's enterprises to cease and desist its racketeering activities against Fedorova.

**CLAIM FOR DECLARATORY AND INJUNCTIVE RELIEF AGAINST ALL AGENCIES INCLUDING STATE BAR ASSOCIATIONS AND ATTORNEY GENERALS OFFICES.**

**Request for the Court Order directing ALL Agencies to Act, conduct investigations; publish reports of these investigations and order Wall Street Investment Banks to compensate their crime victims for all damages.**

232. Each Defendant Agency is chartered to protect customers against illegal practices and uphold the law. Each Agency is funded from taxpayers' money to pay them for performing honest and actual services, thus essentially each Agency can be considered as Fedorova's servant who owes Fedorova duties of loyalty, care, fair dealing and responsibility under their own rules. Each Agency breached its duties owed to Fedorova, one way or another, as described below, refused to provide Fedorova honest services as promised; derelict their duties; act negligent and recklessly and in some situations even as aid and abet to Wall Street and their actors' crimes.

In the settlements that have been published<sup>9</sup>, the major financial institutions and the governments of various states have agreed to programs in which monetary relief was granted to the states, but not the homeowners to any material degree. The recognition that false documents were being used to make claims of administration, collection, and enforcement of promises that were fraudulently extracted from homeowners under false pretenses, did not result in any required changes in the chain of title. The effect of this defect, was to allow actors to pretend that they were creditors or acting on behalf of creditors, thus depriving homeowners of due process before

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<sup>9</sup> <https://www.sec.gov/Archives/edgar/data/70858/000007085814000139/bac9302014ex99.htm>

they were deprived of the title and possession of the property. There is no more basic violation of constitutional due process than the behavior of both government and the banks after the settlements were concluded. The wording of the agreements, was: *“Countrywide’s (now Caliber and PennyMac) business model was to serve as an intermediary between borrowers seeking residential mortgages and investors seeking to purchase loans in the secondary market”*.

There are three main issues presented by the statement:

1. There is a recognition that Countrywide was an intermediary and not a lender. This issue is left in a gray area. But the clear import of this statement is that it was serving as an intermediary. This is true for virtually every company that appeared as the payee on virtually every promissory note issued in connection with what appeared to be a mortgage loan transaction and a mortgage loan closing.
2. There is a recognition that people were seeking to become borrowers by obtaining a residential mortgage. But there is a failure to recognize that while they came to be viewed as borrowers, the unpaid loan account that serves as the basis for any residential mortgage was absent.
3. There is a recognition that investors were seeking to purchase loans in the secondary market. But there is a failure to recognize that while there was an investment, the investors failed to obtain any ownership or equitable interest in any payment, obligation, legal debt, note or mortgage.

233. This is exactly why transactions were structured without regard to whether they were viable as loans. The parties in control of the transaction (the “investment banks”) never intended to become lenders nor did they intend to allow anyone else to become a lender that could claim any interest in any payment, obligation, legal debt, note or mortgage. The article in the below-referenced link<sup>10</sup> says that regulators need to pull their heads out of the sand and start taking actions against the biggest economic crime in human history. The article below is the tip of the iceberg. The absurdity of reported revenue from trading exceeding actual economic activity is not apparent to most people. And those who understand the fundamental defect are either directly or indirectly suppressed from speaking or taking any action. Consumers are agreeing to

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<sup>10</sup> <https://wallstreetonparade.com/2022/10/casino-banking-wall-street-mega-banks-traded-more-in-their-federally-insured-bank-than-the-total-for-their-bank-holding-company/>

pay back money that should've been paid to them in the first place as a fee for assuming the risk of participation in a scheme whose principal objective is the creation, sale and trading of unregulated securities. And everyone is calling these transactions "loans." This infrastructure is undermining the basic economic strength of the country.

**CLAIM AGAINST DEPARTMENT OF JUSTICE ("DOJ") AND DEMAND TO ACT.**

234. Fedorova demands DOJ to answer why they are not investigating and fining entities like PennyMac and Caliber who are obviously (if you look at their SEC filings) are not "multibillion" corporations with "millions of mortgages" under their "management" (this myth is promoted by ICE who allow PennyMac publicly trade their "Mortgage Servicing Rights" and Wall Street Banks controlled media), but low-capitalized career criminals who will be dissolved as soon as any such investigation will appear on the horizon. By now DOJ must know the extent of illegal collection, administration and enforcement of transactions with homeowners. The entire industry that calls itself "servicers" is mostly comprised of a fully paid, indemnified cover-up of false claims leading to collection of money and forfeiture of homes that are admittedly wrongfully foreclosed but the agency refuses to require the players to undo false, illegal and fraudulent foreclosures and sided with criminals to give them all support they need. The absence of any evidence of curiosity or the administration of "blind" justice tells us everything. The judiciary has turned into an arm of political power because of public policy decisions made by the executive and legislative branches of the government. Why do DOJ continues to promote the idea that (a) collections and foreclosures are used to repay debt and (b) that the investment banks issuing certificates were issuing mortgage-backed securities. Where is the SEC on this? Even the most cursory investigation would reveal that neither of those concepts is true. And the only reason that almost everyone believes otherwise is that the agencies whom we are supposed to

trust, are saying things and acting as though there is no need for an inquiry. Homeowners are losing their homes because they generally do not have any access to information which they are entitled to have; and cannot pay for a proper legal defense which can cost thousands if not tens of thousands of dollars. They are losing their homes because they are prevented from defending their homes because homeowners who are using payments plans and other financial instruments of mass destruction have no reason to know about legal procedure, rules of evidence, pleading, motions, hearings, statutes, case decisions, regulations, and orders. Wall Street is getting away with the largest economic crime in human history simply because virtually all access to the courts has been chilled, stymied, or eliminated. Any attempt to use collective action and pool resources is met with opposition from the DOJ and FTC and even the bar associations. And the reason they have the burden of defending their homes against immoral, illegal, and inequitable claims masquerading as attempts to pay off nonexistent loan accounts is that the regulatory agencies are not doing their job. Virtually none of the collections and foreclosures sales result in reduction of any loan account receivable.

235. DOJ knows or have reasons to know that none of the transactions with homeowners resulted in anything resembling a loan agreement arising from a legally recognized loan transaction. But all of the participants from the world of finance used paperwork that was designed for loan transactions. The fundamental shift that occurred when investment banks entered the lending marketplace under false pretenses was that securities brokerage firms were entering that marketplace without any risk of loss and with every intent of making immediate “trading” profits that in many cases exceeded any amount paid to or on behalf of any homeowner. This absence of risk is what accounts for the inflated appraisals and underwriting of transactions based upon the ability to sell securities instead of the ability to profit from the

interest on loaning money.

236. This changed the transaction without any notice or even any access to information for the average person. The average person was lured by deceit and misinformation into an application for a loan; and when the money appeared, they assumed they received a loan. Therefore, in good faith, they executed a promissory note for the return of the money, and a mortgage or deed of trust to secure the promise to return the money. But what did they owe the thinly capitalized company or a name that allowed its name to be used as the “lender” and a transaction over which it had absolutely no control and in which it handled no money? Why did they owe money to anyone if the prime movers were participating without any risk of loss on the promise to pay elicited from the homeowner [here: from Fedorova]?

237. Any investigation or research into securitization as it is currently practiced invariably and universally comes to the same conclusions every time. The only parties at risk are the homeowners and investors who loaned money to the investment banks under the false pretense of the sale of unregulated securities. Everyone else in the middle got paid in full. Most of the people and especially the investment banks got paid money that in some cases was hundreds of times the amount that they had previously been paid for introducing, brokering and underwriting transactions between the only two parties that had any financial stake.

238. None of the intermediaries had any risk of loss despite the use of more paperwork that pretended to create liability for bad underwriting or buybacks. All of the payment from homeowners has gone to those intermediaries. That includes the proceeds from foreclosed homes. And those intermediaries are under no obligation to use those proceeds to make payments to the investors who loaned money to the investment banks. But the paperwork used to cover up this game create the illusion of just such an obligation, despite the vigorous defense of



the intermediaries when sued by the investors. So far, the intermediary investment banks and related companies have won every case. In fact, the investors had not received a mortgage back security or anything resembling that type of instrument. They had received a discretionary, unsecured IOU that did not even qualify to be called a note much less a negotiable instrument.

239. Fedorova pray for an Order directing DOJ to act, investigate Fedorova from the origination on June 15, 2016; obtain accounting documents from her Defendants with proof of lending actual money to Fedorova; receipts of wire transfers, ACH, cancelled checks, for all alleged “sales of her “loan” and copies of the ledger of account receivable” from her Creditor.

If an officer of any business entity warrants ownership of an unpaid loan account due from Fedorova and acknowledges the agency of the designated servicer to administer, collect and enforce said account, Fedorova is willing to pay. If not, why anyone has to pay non-existing debt?

#### CLAIM AGAINST THE SENATE BANKING, HOUSING AND URBAN AFFAIRS COMMITTEE AND DEMAND TO ACT.

On September 22, 2022 Senator Brown said:

*For too long, everyone called this committee Senate Banking- because it always delivered for Wall Street. We changed that, at the Senate Banking, Housing, and Urban Affairs Committee. We put the Main Street economy-and the workers who power it- at the center of everything we do.”*

240. In reality, The Committee only speaks about “protection” but does very little or nothing to protect Main Street Americans from Wall Street economic fascism and compensate real crime victims – homeowners, students and other customers - who lost their homes, jobs, families, money, reputation – and lives (40,000+ foreclosures-related suicides are the biggest indirect manslaughter in American history) due to Wall Street Banks’ criminality and enormous GREED. Wall Street steal trillions from American People and Investors and siphon our wealth offshore – all without paying billions in taxes. Thieves like Jamie Dimon even laugh at his crime victims

asking why Americans have no money on their accounts. The answer it – because Dimon and other Investment Bankers stole it. No jail, nobody brought up on charges, no financial institutions broken up (even though massive amounts of known felonies). The fines were astronomical, or so it seems, except if actually compared to the earnings -slap on the wrist maybe? And then we had the bailouts, the largest wall of money in the world thrown at the largest fraud in the world to the parties who did not suffered any damages. AIG bailout was a pure profit for Goldman Sachs Translating this to Chase, it did take over Washington Mutual bank. WAMU, from the inception of every loan, had merely been another placeholder (originator or “aggregator”). Each loan was financed through another byzantine structure in which the Wall Street brokers would borrow money from third parties, short-term, using the prospective sale of certificates to investors as collateral.

241. The borrowed money was used by the Wall Street brokers to put money on the closing table of transactions with homeowners. Then the sales of certificates were closed thus paying off the lenders to the brokers and leaving a hefty trading profit — because far less than the borrowed money was used for homeowner transactions.

242. Homeowner transactions were only a necessary expense or advance in order to justify the sale of securities that could be issued indefinitely precisely because there was no conveyance of any right, title, or interest to any debt, note, or mortgage of any homeowner.

243. If the Wall Street brokers could have figured out a way to get homeowners to issue notes and mortgages without paying them anything, they would have done so. But that proved impossible. So they did the next best thing — they forced homeowners to pay back the advance paid to them as an incentive to sign “loan papers” without any loan account or lender. This completed the illusion that “loans” were being securitized. The reality is that there were no

loans and nothing was securitized. So WAMU owned nothing except servicing rights that might have been worth something if there was any owner of an account receivable with your name on it. But no such person or entity existed. Hence the servicing rights, just like the title rights in MERS and the administration rights in the named “trustee” were strictly an illusion.

244. But what Chase did was something spectacular. It took over WAMU at a net profit of around \$200 million to Chase. Consideration was recited as zero because of an IRS refund that was due to WAMU that instead went to Chase. And then Chase slowly, step by step, asserted ownership and control over transactions with homeowners that had in fact been funded as described above. Each foreclosure was pure profit — untaxed because it was reported as though it was actually a loss on a loan that had never existed in the first place. In fact, Chase made an untaxed profit on each foreclosure. Each fictional loss on “homeowner default” was written off against income reducing the amount of taxes that chase would otherwise have paid.

245. This pattern, with minor variations, was repeated over and over again. Chase again did it with Bear Stearns. Wells Fargo did it with Lehman and Wachovia (World Savings). Bank of America did with Merrill Lynch. In no case do you find any bump on the balance sheet of the mega bank that claimed to own — only for enforcement purposes — every transaction ever “originated” by the failed company. The worst case was OneWest taking over IndyMac. Over a weekend, OneWest was formed with virtually no money (just promises). The people who made the promises were very well connected. The FDIC would pay 80% of all losses claimed by OneWest as if it had sustained the losses. All the transactions with homeowners were labeled as loans and all those “loans” were subject to claims of securitization. So IndyMac owned no loans — no matter how you look at it. When Sheila Bair, a straight shooter, burst into flames and rebelled against the deal, as head of the FDIC, she was fired.

## U.S. GIVES FREE MONEY AS BAILOUT OF NONEXISTENT LOSSES

246. Adding insult to injury, despite the complete absence of any economic losses from “loan” defaults, the U.S. government ultimately paid trillions of bailout to the players who had profited from this scheme. Homeowners received no help of any consequence. They were treated as deadbeat borrowers; and continues to be treated as such, despite The Committee must know how much profits receive Wall Street Investment Banks by selling and trading DATA about transactions with homeowners, who are lured to believe that they received actual “loans” they need to repay. In about 95% of ALL so-called “home loans” transactions no real money are involved at all. Merely information about money. It allowed Wall Street Banks to sell their worthless “securities” – bets – on indefinite basis. According to Comptroller, five major Banks hold over \$200 Trillion (!) in Derivative contracts and have no intention to slow down.

247. In the end, we did have the steepest economic downturn since the great depression. It had happened when Wall Street used its influence to push the narrative that their transactions with homeowners had been loans and that everything they had done was legal, proper, equitable and just. We could have avoided the downturn entirely or in large part if we had just recognized the truth: that payments to homeowners were never intended to be loans, that nobody had any loss, and that the transactions needed to be restructured in court and by legislation to reflect economic reality instead of Wall Street fantasy. Today we are still living with the myth that the transactions with homeowners were loans, that the concealed risks absorbed by homeowners should not be compensated, and that administration, collection, and enforcement of nonexistent accounts receivable should be allowed. We can all change that by being open to the idea that maybe it isn't the way that Wall Street is selling it

## CLAIM AGAINST CFPB AND DEMAND TO ACT.

248. The CFPB was chartered to protect financial consumers from abuse, fraud, and other illegal practices. Between 2019 to present time Fedorova submitted over 200 (!! ) complaints with CFPB against FINTECH Defendants who are actual servicers under CFPB rules; and pretender Servicers Caliber and PennyMac.

249. NONE of Fedorov's complaints were investigated or even commented by CFPB, whom Fedorova wrote, emailed and called many times. Fedorova even submitted her Demand to CFPB Ombudsman to contact CFPB on her behalf and force them to initiate investigation. CFPB Ombudsman did not responded at all. CFPB continues to close every Fedorova's complaint – despite glaring fact that responses are often not coming from the parties against whom Fedorova complained – but from undisclosed FINTECH companies, mostly FiServ and Black Knight.

250. Fedorova's request is simple: **she asks an officer of any business entity to warrant ownership of an unpaid loan account due from her; and acknowledges the agency of the designated servicer to administer, collect and enforce said account.**

251. If there is a legitimate reason why no person and no company will answer that question, then what is that reason? If there is no legitimate reason why no person or company will answer that question, then why does the CFPB leave it to individual consumers to shoulder the entire burden of revealing illegal behavior?

252. Fedorova's specific question arises from experts that concluded that all securitization players have been paid in full through the sale of securities. The sole basis for any claim, right, title, or interest to my money or my property arises from the production of a payment history that is neither prepared by any named servicer nor from data they have input or processed. They neither collect nor disburse money. Their "reports" are neither records nor reliable. Their reports are hearsay on hearsay. And yet the CFPB continues to accept responses from them as though

they were a creditor or representative of a creditor. They are not. Worse, despite receiving tens of thousands of complaints, the CFPB has refused to investigate or publish any factual findings relating to false claims of sale and securitization of my debt.

253. Fedorova demand that the CFPB take action and I demand access to the results of those findings. If any unpaid account receivable exists on the books of any person or company I am willing to pay it. But if it is not there, then why should anyone pay it? And if it is not there, then what is being done with the money received by undisclosed third parties from homeowner payments and foreclosures?

254. Like millions of other homeowners, Fedorova has been trying to get one simple answer to one simple question: What is the current status of any unpaid loan account receivable due from her? And for years we have all failed to get any response that answered the question. Here is yet another example of how that question is evaded.

#### CLAIM AGAISNT MICHIGAN DIFS AND DEMAND TO ACT.

255. The mission of the Michigan Department of Insurance and Financial Services (DIFS) as advertised, is to ensure access to safe and secure insurance and financial services fundamental for the opportunity, security, and success of Michigan residents, while fostering economic growth and sustainability in both industries. Thus, DIFS owes Fedorova duties of care, honesty and fair dealing and obligated to protect her against illegal practices conducted by companies and individuals under their supervision and enforce their own rules and regulations to make wrongdoers to compensate their victims for damages. DIFS failed its duties owed to Fedorova.

256. To the contrary, in Fedorova's situation DIFS acted more like as a classic cover-up for an organized crime on Mafia payroll who used their position of public Trust to defraud Fedorova in the most cynical manner, rather than a legitimate consumer protection Agency.



257. Fedorova submitted her Complaint to investigate sudden change of her “Servicers” from Caliber to PennyMac in May 2019 and verify the ownership of her alleged “loan”.

258. DIFS initially ignored her Complaint, which a common tactic used by all Agencies who are hopeful that customers will not be persistent and leave the Agencies alone, without responses. This tactic is usually very successful, specially if combined with absurd runarounds sending customers from one agency to another until customers drop from this exhausting run.

259. Fedorova repeated her attempts to get respond from DIFS, and finally received an electronically signed by analyst Kimberly Weber letter where Mrs. Weber repeated the same lies as other Defendants about Perl as a “Lender” and Caliber and PennyMac as “Servicers” – without identifying any sources of Mrs. Weber’s information or mentioning any individuals who responded Mr. Weber inquiries and furnished her documents. It was also unclear of Mrs. Weber conducted this investigation or someone else.

260. Fedorova resubmitted her Complaint and asked Mrs. Weber to confirm her personal involvement in this investigation and provide her detailed description about sources of her information, documents provided to Mrs. Weber (or other individual DIFS agent) and names of each individual whom Mrs. Weber contacted about Fedorova’s request. Mrs. Weber never responded on merits. All Fedorova’s following attempts to get a respond failed.

261. On November 9, 2021 Fedorova and her daughter went to Bell Title of Hastings, LLC office where a few days earlier its employee Graham promised Fedorova to provide her copy of receipt of \$135,000 wire transfer from Perl allegedly received by Bell Title agent Deanne Turner on July 29, 2016.

262. Deanne was not in the office, and Fedorova was instantly confronted by Deanne’s daughter-in-law Blake Turner who was acting in a rude and aggressive manner and informed

Fedorova that they are prohibited to talk to her about her transaction. Blake ultimately demanded Fedorova and her daughter to leave their office, threatening Fedorova to call police if Fedorova will not immediately leave. Graham confirmed that they received instructions from their main office prohibiting them to communicate with Fedorova. When Fedorova asked who prohibited Blake Turner (it can be only Leigh Kraushaar or her husband Mark) – she called local police who escorted Fedorova and her daughter from Bell Title's office, leaving them under total shock and extreme emotional distress.

263. Fedorova submitted her Complaint with DIFS and asked to investigate Bell Title and its agents' behavior and order them to produce copies of receipts for both wire transfers, since she already had confirmation from GinnieMae that they don't have records about this transaction.

264. DIFS robo-signer Weber responded on December 8, 2021 re Bell Title Agency of Dewitt, LLC (which is also Kraushaar's company dissolved on April 2, 2021) and informed Fedorova that DIFS has no authority in this matter.

265. Fedorova never complained about dissolved Bell Title of Dewitt located in Lansing where Fedorova never been; and again asked DIFS and Weber to investigate Bell Title of Hastings, LLC and its employees Turners and Graham.

266. On December 29, 2021 Fedorova received robosigned letter from manager "Melanie Near", who failed to provide Fedorova any contact information except general toll-free number 877-999-6442. Mrs. Near informed Fedorova that DIFS "reviewed" Fedorova's information and closed her complaint against Bell Title of Dewitt, LLC and said that Fedorova should refrain from further contacts. Bear to repeat, Fedorova never submitted any complaints against Bell Title in Dewitt and her complaints against Bell Title of Hastings were not investigated.

267. DIFS and its agents' conduct is glaring evidence who promotes and covers for Wall Street banks and their affiliates crimes – DIFS themselves who brazenly lie to customers and completely ignore their complaints.

268. Fedorova plead for an Order to compel DIFS to fulfill their professional duties owed to Fedorova; conduct full real investigation by a designated agent, collect documents demanded by Fedorova – copies of wire transfers receipts to Bell Title of HASTINGS, LLC on July 29, 2016; proof of deposit of this money on Bell Title's escrow account; and copies of receipt for wire transfer of payment on Fedorova's behalf to Seller Steain's alleged "lender" JP Morgan Chase.

269. Fedorova demands DIFS to disclose names of each individual agent who conducted this investigation; copies of each document reviewed by this Agent; the source of these documents; and then names of individuals whom DIFS agents contacted. Any other relief.

**CLAIM AGAISNT MICHIGAN OFFICE OF ATTORNEY GENERAL AND  
DEMAND TO ACT**

270. According to MI AG Dana Nessel her core initiatives are based on her promise to Michigan's residents - to give the Department of Attorney General back to the people that it serves. Unfortunately, General Nessel failed to specify which exactly group of people she serves and who will receive the Department since so far it only serves interests of Wall Street Banks who defraud and rob Michigan residents; Insurance companies who defraud their customers and breach their obligations; and their conduits.

271. The Attorney General, is the state's top lawyer and law enforcement official, protecting and serving the people and interests of Michigan through a broad range of duties. The Attorney General's responsibilities include safeguarding the public from violent criminals, [...] protecting consumers and addressing illegal business practices. Thus, according to General Nessel, her office owes Fedorova numerous duties and responsibilities to safeguard her from crimes; help

Fedorova as a crime victim; and address illegal business practices conducted under her nose and in her jurisdiction. General Nessel and her Department failed all her duties owed to Fedorova and continues to breach these duties as of today, despite numerous pleas for help filed by Fedorova between 2019 –present time. MI AG never responded any of Fedorova's complaints and never even attempted to investigate her issues.

272. Fedorova requests this Court to compel General Nessel's office to conduct investigation of the issues stated in this Complaint and report results to this Court and to Fedorova;

273. Nessel's Office must contact DIFS and identify each responsible individual who conducted investigation of Fedorova's complaints to DIFS; identify source of their information and documents reviewed by DIFS analysts; and disclosures of each individual in each company whom DIFS agents contacted for this information.

274. Nessel's office must conduct its own, independent investigation and obtain and forward to Fedorova requested documents which can verify proof of lending of actual money \$135,000 wired by Perl to Bell Title on Fedorova's behalf and from Bell Title to JP Morgan such as copies of receipt of wire transfer from Perl to Bell Title and the name of Perl's employee who facilitated this transfer on July 29, 2016; copy of receipt for wire transfer from Bell Title to JP Morgan Chase bank and the name of responsible employee at JPM who received these money.

275. Nessel's Office must also order Bell Title to fulfill their obligations to Fedorova under her Title insurance Contract where Bell Title is one of responsible parties and compensate Fedorova \$135,000 as promised for Title damages resulted due to Bell Title fraud and other people frauds, forgeries and numerous fraudulent transfers.

276. Nessel's Office must also order Bell Title to disgorge all money they collected from Fedorova under false pretenses. Any other relief.

**CLAIM AGAINST FLORIDA, NEVADA, NEW YORK, WISCONSIN, GEORGIA  
AND CALIFORNIA ATTORNEY GENERALS AND DEMAND TO ACT.**

277. The Florida, Nevada, New York and California Attorney Generals re responsible for protecting consumers from various types of fraud and enforcing the state's antitrust laws.

278. Although Fedorova is not FL, NE, NY or CA customer, most of her Defendants reside in FL, NY, CA and NE or have business registrations with the States, specially notorious career criminals Foley, Jabbour, Gravelle, their master Servicer and Forger Black Knight, branch of Fidelity; and sub-forger documents factory NTC whom Foley's Balck Knight FINTECHs send millions of fake Assignments for

execution to be filed in Records offices and in used in Courts as "foundation" for false claims.

279. All AGs are aware of Black Knight and NTC criminal conduct since they signed a Settlement Agreement with NTC in 2013, which neither NTC or AGs are going to adhere. Thus, AGs owes Fedorova duties to protect her from criminal activities committed by Florida residents who repeatedly violate all applicable State and Federal laws, including antitrust laws, particularly by Mr. Foley's criminal enterprise who mainly consists from racketeers, documents forgers and Title Insurance providers who sell bogus "Title Insurance policies" for fatally damaged by Foley's Black Knight titles while Foley has no intent to adhere to his policies

280. Fedorova submitted over 100 complaints to FL AG and its top investigator William Featheringill asking to investigate Foley's and Jabbour's Black Knight and NTC and provide Fedorova results of investigation and documents.

281. AG Office and Featheringill failed all their duties and never responded or conducted any investigation, which resulted in severe damages to Fedorova and extreme emotional distress dealing on her own with one of most dangerous organized crime groups in the Country.

282. Crimes committed by Foley and Jabbour's Black Knight, former Lenders' Processing Services, DocX, LLC and NTC are well known and described in numerous complaints filed by attorney Generals in most States, including Florida. But all investigations were closed when Nevada Notary Tracey Lawrence conveniently "committed suicide" hours before her testimony against LPS in the Court and Lorraine Brown, whose DocX LLC was defunct since 2008 and all machinations were conducted by Todd Johnson's DocX, LLC, was aware about key witness suicides epidemic, preferred to take all responsibilities, with 6 years in jail but alive.

283. Black Knight (former LPS) is a financial technology company that played a pivotal role in the creation and promotion of false fabricated documents. In turn, this resulted in the fake national narrative that the loan account receivables still existed when in fact those accounts were extinguished during the process of securitization. And that is because securitization was not and never was intended to securitize any obligation owed by any homeowner who was falsely labeled as a borrower. Without that false narrative, judges would have refused to allow foreclosure judgments to be entered or foreclosure sales to be conducted. But just like any other court action, the judge is restricted to consider only what is presented — not what should've been presented or what could've been presented. Before the era of false claims of securitization of debt, judges regularly refused to allow foreclosure even when they were uncontested — if the paperwork was not properly presented in the correct form. The only thing that has changed is that the investment banking community has entered the lending marketplace with the paperwork that is properly presented in the correct form, but which is false.

284. Black Knight, Inc. went public in 2017, underwritten by Goldman Sachs. This is a closely related company to Black Knight Financial Services LLC. Black Knight has branded itself as an authority for data on real estate and in particular mortgage lending. But it continues, through its



direct operations and its relations with closely related companies to provide “gap” documents that are completely fabricated, false, backdated, and forged by automated processes. In other words, it is directly or indirectly involved in the creation of false data that it then reports. Black Knight has an indemnification agreement in which it protects Servicelink (another closely related Black Knight company) and others, including Fedorova’s Title Insurance Companies FAM and Bell Title, from any claims. That is because the “services” performed by Servicelink and other companies like FiServ and Exela, is the man behind the curtain, i.e., the actual company that provides automated processing of receipts from homeowners, records of those receipts, and deposit of those funds into accounts controlled by the investment banking company who has no ownership interest in any payments, obligation legal debt, note or mortgage from any homeowner. In plain language, this means that homeowner [here: Fedorova’s] payments are revenue to the investment banks and not a reduction in any loan account receivable. And THAT is because there is no loan account receivable — a fact that is nearly universally rejected by anyone who does not have years or decades of experience in investment banking and accounting.

285. The simple and the ONLY answer that the reason for the fake documentation is that there was no real documentation that could be used. **There was no real documentation because there were no real transactions supporting the documents that were used in foreclosure.**

286. And of course FL and other AGs know or have reasons to know or have reasons for injuries why Banks needed millions of forged documents generated *en masse* by document forgery mills for purportedly legit transactions.

287. FL AG claim that they enforce antitrust laws is laughable to the best. Foley, whose main office is in Florida, and his team created and operates one of most criminal cartels in American history who now is being consolidated into one central control point that is off shore.

288. Just a partial chain of connections which are a flagrant violation of antitrust laws right under noses of all AG offices and Department of Justice:

1. Black Knight and ServiceLink originated and actively participate in administration of my transaction from the beginning. ServiceLink is Black Knight's chain of 850 empty shells registered in all States by a very few Fidelity/Black Knight employees.
2. Title Insurance policy was sold to Fedorova by Bell Title who was acting as a selling agent for FAM whose Claim Processing Agent is Fidelity National Title Insurance, which is a part of Fidelity's umbrella of major Title Companies who control at least 80% of all Title insurance business in America. Fidelity agents (who respond as FAM) deny my claims to compensate under the policy using FAM's lawyer Dahm as an intermediary.
3. Forged and impossible to happen in the real life "Assignment from Perl to PennyMac" was forwarded to NTC via "secured website" prepared by unknown to NTC companies. NTC employees merely attached electronic signatures of likely non-existing "Notaries" and "Vice Presidents" – to thousands Assignments per day. NTC employees never review any documents associated with these transactions – ever, even though it was promised under the Settlement.
4. NTC belongs to Covius Holding, also Florida resident – whose subsidiary Covius Document Services sends homeowners [here: Fedorova] unsigned electronically generated "Notices of Defaults" from their Temecula office in California.
5. Covius, is a part of Computershare Investor Services, LLC who is closely related to Intercontinental Exchange, Inc, who owns MERS and who is now merging with Black Knight, Inc. Computershare is Australian company while real ownership of ICE is unknown.

289. Fedorova prays this Court for an Order to compel FL AG to comply with its professional duties and obligations under the Settlement with NTC; conduct Investigation of its individuals and corporate residents and report results to Fedorova and to this Court

Fedorova in requests FL AG office to contact NTC and obtain following information:

- a. List of all documents reviewed by NTC agents to ensure accuracy and validity of information in the Assignment before it was executed; state the source of these documents and information and name of individual[s] who provided these documents and information to NTC, with their place of employment, phone, fax and email.
- b. State contact information for alleged "MERS Vice President Justin Borkowski such as office address, phone, fax and email.;
- c. State the full amount of "*good and valuable*" consideration paid for Fedorova's "loan" in \$\$\$; name of NTC individual employee who acknowledged this consideration; which documents were presented to prove consideration; who made this payment, when and where this sale took place and an names of individuals who conducted this sale.

- d. Obtain sworn Affidavit from Dave LaRose that he personally performed quality control of all documents mentioned about reviewed them personally before he executed this Assignment. Any other relief.

**CLAIM AGAISNT FLORIDA GOVERNOR DESANTIS NOTARY SECTION AND  
DEMAND TO ACT.**

290. Notaries in Florida are appointed by the Governor at its discretion. Governor's Notary Section owed duties of care to the public to assure that their Notaries comply with applicable laws and Pursuant to Section 117.105, Florida Statutes, a notary public who falsely or fraudulently takes an acknowledgment of an instrument as a notary public or who falsely or fraudulently makes a certificate as a notary public or who falsely takes or receives an acknowledgment of the signature on a written instrument is guilty of a felony of the third degree. The notary public or the employer of the notary public can be held liable for any civil damages caused by the misconduct.

291. On December 6, 2022 Fedorova submitted her Complaint with the Notary Section asking to investigate Notary Vicky McCoy and her notarization of fraudulent Assignment. On December 28, 2022 FL Governor's office responded that they sent McCoy a demand for sworn statement. About two weeks later Fedorova received a letter from FL Governor informing that they closed Fedorova's complaint, without providing her any results their investigation.

292. Fedorova pray for an order directing FL Governor Desantis Notary Division to act send their demand to Notary Vicky McCoy and obtain from her a wet-ink signed Sworn Statement and furnish McCoy's respond and Sworn Statement to Fedorova.

**CLAIM AGAISNT SEC AND DEMAND TO ACT.**

293. The U.S. Securities and Exchange Commission (SEC) is an independent agency of the United States federal government, created in the aftermath of the Wall Street Crash of 1929. The

primary purpose of the SEC is to enforce the law against market manipulations.

294. SEC, as advertised, protects investors, promotes fairness in the securities markets, and shares information about companies and investment professionals to help investors make informed decisions and invest with confidence. Fedorova is one of such investors (her Promissory Note is considered as a Security Instrument under SEC acts of 1933, 34. Who was falsely painted as a “borrower” and deceived about the true nature of her transaction as an Issuer of security instruments purchased from her by undisclosed Investment bank who invited her to participate as investor in their securitization scheme without any disclosures to her or consent .

295. **In reality, SEC acts completely opposite and breached its duties to Fedorova and does not perform any functions to protect Investors.** SEC lost control over the largest Ponzi Scheme in human history operated by major Investment Bank.

296. Wall Street players learned that the more complex the offering the more the buyer will rely on the seller to tell the buyer what the investment is about and expect that their transactions are protected by regulators – specially SEC. That Wall Street made it is so complex that it could never completely succumb to management or accounting since there was no real activity other than collecting money from investors and paying money to some homeowners (the rest of the homeowners would merely get some settlement statement indicating that payment had been made). By separating the loan account from reality, many layers of securities could be sold that paid off any initial funding and provided intoxicating profits to investment banks who retained control without risking anything — as long as they were at the top of the scheme.

297. In this situation, any alleged payoff to a prior “lender” that was in fact standing in for the same base investment bank required no cash at all. But each such set of new paperwork gave rise

to a whole new round of selling multiple layers of securities based on reports of the new virtual transaction. By secretly retiring the loan account, it was no longer necessary to pay it off. So each new round of alleged “debt” to pay off the old round of debt was pure profit.<sup>11</sup>

298. All that was needed was a credible myth that would cast any opposition to this scheme as seeking a “free house.” It was as old a political ploy as any that ever existed. Anyone seeking something for nothing should be punished, not rewarded. And whoever was shouting that the loudest was clearly not the one looking for something for nothing. Except that is exactly what has been happening for more than 2 decades. That dialogue morphed into a threat of financial armageddon issued by the same people that brought us the 2008 crisis. By pretending that the lending markets were not made by them and controlled by them, the banks created the illusion that the market was somehow independent. And they said that with the freeze on investors buying junk “REMIC” certificates, there was no market. And with no market, there could be no lending. And with no lending, the entire economy would crash. This was unadulterated hogwash but people bought the argument that the 2008 crisis was somehow the fault of homeowners.

299. Hence virtually all consumers are now seen as prospective borrowers. And this remains true even though they are not given loans. Nonetheless, because the transaction resembles a loan, everyone thinks it should be enforceable as a loan even if there is nobody who can claim injury from nonpayment — contrary to the most basic rules contained in the U.S. Constitution and the constitutions of most states. The investment banks don’t really care whether the loan is repaid, as long as they continue selling certificates. This is entirely a PONZI scheme even though it

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<sup>11</sup> This led some well-known brands on Wall Street to go extremes in leverage. Bear Stearns was leveraged 42 times before its collapse and eventual absorption into Chase who then claimed to own all “loans” ever originated by feeders for Bear Stearns. It was the ultimate in free money. Washington Mutual presented an even larger opportunity. Rinse, repeat and so on. Most takeover deals produced the same or better results. OneWest claimed ownership of billions in nonexistent loan accounts and received 80% of claimed nonexistent losses.

incorporates attributes of lending and the old system of sharing lending risks. Few, if any loans are originated without the concurrent sale of unregulated securities that have no attributes of owning any debt, note or mortgage from borrowers. No investment bank would even suggest it would make quarterly or monthly payments to investors if they were held to merely to passing on payments illegally collected from homeowners. There is no profit in that.

300. It is only if certificates continue to be sold that lending continues under this scheme. And each new step is a new layer. And each new layer brings us further and further from economic reality. To value investors like me this means only one thing: at some point, there will be a crash in which fundamental economic values are used to form the basis for the valuation of assets.

301. For the investment banks, it is not only ok but actually preferable for large swaths of people labeled as borrowers to stop making scheduled payments — since the investment banks are placing bets on that happening. It is OK since nobody will get hurt when they don't pay, and that is OK since anyone can enforce the debt despite the absence of anyone who got hurt — other than the student or homeowner who is saddled for life with debts that their parents and grandparents would think are unthinkable. A very small group of people are transferring the wealth that would have been accumulated by each homeowner (and their families) to themselves without any corresponding spending in a consumer-driven economy. Wall Street has sucked tens of trillions of dollars out of the U.S. economy without any corresponding long-term benefit to anyone other than themselves. It has been at the expense of everyone.

302. The current movement into virtual loans with virtual creditors and virtual servicers has opened the largest risk of moral hazard ever encountered by any human civilization.

303. The SEC should be regulating these transactions because the investment banks are evading regulation through claiming an exemption that defines their financial product as a



private contract and not a security subject to regulation by the agency. But they still label the financial product as a “mortgage backed security.” It does not take a legal genius to know that they can’t have it both ways. Either it is a security or it is not.

304. This perception is perpetuated by the continual use of the phrase “mortgage-backed securities.” Even a casual reading of the indentures on the IOUs and prospectuses reveals that the holder of the IOU has no claim on any collection from homeowners, nor any contingent claim relating to the enforcement of any debt, nor a mortgage. These IOUs are covered in window dressing that appear to satisfy the requirements of the 1998 exemption because a loan is a private contract and there’s not a security that could be regulated by the SEC.

305. But established case law clearly shows that the SEC is charged with the responsibility of looking at the substance of the transaction and not just the form. In any case where the investment by the investor is based on a passive receipt of income, revenue or profits, it is a security. The IOUs promise one thing, and even that promise is discretionary on the part of the investment bank. The promise is to make scheduled payments for an indefinite period of time with no principal due and no “interest” paid. That is not a loan and it is not a promissory note. It is a security with risk factors that are not disclosed to investors. It is a security whose sale is used to pay back other lenders to the investment bank that funded payments to homeowners in exchange for the issuance of written instruments that were a component of the IOU certificates that were securities.

306. The homeowners (here: Fedorova] believe they’re buying a loan product when in fact they have been drafted into becoming co-issuers of a security that is sold to investors. They receive no benefit from that sale. While the sale of the falsely labeled loan documents appears to be a loan, it does not result in the existence of a lender or loan account receivable — even though

homeowners [here: Fedorova] are convinced, through false representations, that there is full compliance with lending laws.

307. The continued posture of the SEC in failing to address gross procedural and substantive irregularities and, illegal conduct based upon completely false premises and extra-legal business structures has produced a gross shift of wealth from Main Street to Wall Street. Wall Street firms are in the business of selling securities and collecting a commission for their services. Under the current scenario, these firms have turned underwriting fees on their head. Instead of receiving 15% commission fees, they receive at least 1200% of the transaction. The transaction allows them to control the flow of money without any legal ownership, thus avoiding detection and prosecution for violations of many laws governing the sale of securities, loan products, and “servicing” without any underlying loan account receivable to enforce.

308. It is time for SEC , which has the muscle and teeth to do something about this., to reconsider its current position, and to enforce the laws as they are written based upon substantive facts as they occurred.

309. Fedorova pray for the Order to compel SEC conduct investigation of Fedorova’s transaction; contact all companies who claimed alleged “sales” and “securitization” of her “loan”. Fedorova demands SEC to provide her written explanation how they determined that alleged “Ginnie Mae Mortgage Backed Securities” are backed by any mortgages.

310. SEC must contact and obtain from Perl, Caliber, PennyMac, Ginnie Mae and BONY as Trustee ) and their natural officers warranties of ownership of an unpaid loan account due from Fedorova and acknowledges the agency of the designated servicer to administer, collect and enforce said account along with proof of receipts for MONEY paid for Fedorova’s alleged “loan” subject to claimed securitization, such as wire transfer receipts, ACH, cashier’s checks;

copies of accounting ledger for Fedorova's loan owned by the Company who claims to be her Creditor, which must have proof of distribution to investors. Any other relief.

**CLAIM AGAINST FTC AND FDIC AND DEMAND TO ACT.**

311. Fedorova repeat her statements from above and states as following. FTC and FDIC owe Fedorova duties to protect her from illegal business practices and false "securitizations".

Fedorova demands FTC and FDIC to investigate Fedorova's transaction and order wrongdoers to compensate her for all damages, including payment to her for involuntary services as an Issuer and Investor in the scheme initiated with prior owner Stein where she was drafted without her knowledge or consent.

312. Banks are unlocking a door they really don't want to see opened when they argue that the homeowner has received some value by not paying mortgage payments. If you calculate everything that Fedorova and the banks should have received out of what was in reality a securities deal in which the homeowner was an investor, the cost-benefit analysis runs strongly in favor of the homeowner being owed money from the banks and not the other way around. As Tom Ice, Florida Bar Journal December, 2012, has expressed his opinion that the courts are getting it backwards. The failure to disclose essential facts about a transaction is not a foundation for excluding that which has not been disclosed and which was required to be disclosed by statutory law, common law, and common sense.

313. Fedorova have a right to receive disgorgement of all monies she have ever paid to anyone in connection with the satisfaction of a loan account receivable that does not exist—to impose or impute compensation to her for accepting a nontraditional financial arrangement that does not comply with existing law . It is highly probable that Fedorova's transaction has been subject to several securitization schemes each producing revenue equivalent to around 25 times

the original transaction (if initiated by Morgan Stanley via JP Morgan who acted as a “Lender”). If true, this would mean that the \$200,000 Stein’s loan produced as much as \$10 million in revenue – from this base transaction alone. Plus additional revenue from Fedorova’s transaction which did not required any funding since they payment was already made to Stein.

314. Fedorova’s transaction generated at least additional \$3,375,000.00 revenues on top of \$10 million produced by Stein’s involvement. Plus Fedorova’s monthly payments as extra profits.

315. On Wall Street, the typical finder’s fee is based on a commonly used formula 5-4-3-2-1. 5% of the first million, 4% of the second, 3% of the third, 2% of the 4th, and 1% of everything over that. So as a finder, Fedorova would have been entitled to receive payment in cash upfront of at least \$150,000. Since she did not receive that, he would be entitled to interest at some statutory rate which would be at 5%. From 2016 to 2022 is 6 years. 6% of \$150k is \$7.5k. So accumulated interest would be 6 years x \$7.5k = \$45K. So at this point, the liability for a finder in the Fedorova’s deal would be at least \$195K on the \$135k “loan.

316. But homeowner Fedorova was not just a finder. She was a participant without whom the deal could never have been done by anyone. She was also an investor. Scenarios differ on Wall Street but such persons, adequately represented, typically get a range of 5% – 25% which would be at least \$350,000 plus interest up to a high of \$1.75 million, plus interest. Since the investment is literally at the ground floor with the most risk the actual figure would tend to be higher rather than lower. The status of the Fedorova as an investor, if Fedorova had proper information and representation, would be ignored on Wall Street.

317. Given that analysis, how could anyone say that Fedorova got anything but the opportunity to mitigate much higher damages for the last 2 years he has been investigating and researching and why would anyone exclude the cost of that investigation? THAT is how

investment bankers think and work.

318. The idea that someone could force collections and the sale of homestead property without owning the underlying obligation simply because of the public policy in favor of transferability of promissory notes is absurd. And it is not simply absurd. It is illegal by all standards under current statutes, rules, and regulations as well as common law precedent. There is nothing in the law (or common sense) to support what is currently going on in the courts and for that matter, the last 20 years. Yet, this criminal mess is promoted by the Agencies, particularly FTC and FDIC who advertise securitization of assets while Wall Street current securitization is ABOUT assets.

319. Fedorova pray for an order directing FTC and FDIC to act and order her Defendants to provide mandatory Disclosures and compensation for Fedorova's services and her damages.

**CLAIM AGAISNT CA DEPARTMENT OF BUSINESS OVERSIGHT;  
AND DEMAND TO ACT.**

320. Fedorova many times contacted California DBO and demanded investigation against her Defendants who are residents of CA. DBO ever conducted any investigation which caused damages to Fedorova. Fedorova pray for an order directing DBO to investigate Defendants who are citizens of their states and provide Fedorova results of their investigation. DBO must conduct full investigation of PennyMac's "multibillion" business; and audit of "millions of mortgages" under their management, including audit of their IRS tax returns. Any other relief.

**CLAIM AGAINST DEFENDNATS BAR ASSOCIATIONS AND DEMAND TO ACT.**

321. Fedorova repeat and reinstate her statements from above and adds as following:

322. Each Bar Association is a licensing and regulating authorities who owes duties to Fedorova as a member of public to protect her against certain lawyers illegal conduct; investigate them; ORDER these lawyers to answer customers' complaints; provide results of their investigation to customers and disbar lawyers who systemically violate the law; disparage

integrity of legal profession and undermine public confidence in justice.

323. It is not a secret that foreclosure mill lawyers like Potestivo systemically file baseless claims for unknown to them “clients” – while these lawyers receive all instructions via Foley’s MSP who provide these lawyers passwords. Potestivo lawyers merely login into this website .

324. This procedure is well-described in Wells Fargo manual published in 2014. Desktop is Foley’s website (aka Mortgage Servicing Platform]; VendorScape belongs to CoreLogic.

#### **Desktop Referrals**

As of June 6, 2011, all new referrals will be sent through Desktop instead of VendorScape. Desktop referrals can be identified by the K33 step, REFERRED IN DESKTOP on the FOR3 screen in MSP. You will still have loans that were previously referred through VendorScape that should continue being processed during this time.

#### **Reports**

You will receive several daily, weekly, and monthly reports to assist you in effectively monitoring and processing of your portfolio. The reports will be listed within the appropriate section of the manual. Effective February 15, 2012, for attorneys, the reports will be uploaded to your DTS mailbox. First, refer to your Transmission Confirmation Document. Then, access your Prod URL. Finally, key in your Universal ID/Logon ID. For liaisons, the reports will be in the **DS\_FC\_AttorneyRpts** folder on the shared drive. Reports are to be considered either “reference” or “action required.” Reference reports are meant to give a status of the portfolio. Action required reports alert you of a task that needs to be performed. The following reports are meant to give you a general overview of the status of your portfolio.

325. Yet, Bar Associations, who readily attack foreclosures defense lawyers and almost exterminated them, never found ANY reasons to investigate mill lawyers, like Alexander and Brian Potestivo, Charlotte Haack, Michael Woods ect. No need to say, Bar Associations never investigated Fidelity/LPS/Black Knight or FiServ lawyers are the main parties behind the script and documents distributed to mill lawyers via Foley’s “secured website”. These fabricated by Foley’s Enterprise and lawyers documents are filed by local mill gangs in all Courts across the Country and resulted in illegal foreclosures of more than 30 million homes, as revenues for Wall Street stockbrokers, on top of revenues from sales of unregulated securities.

326. Therefore, Fedorova pray for relief, as following: MI Bar must investigate lawyer Leigh Kraushaar and order her to respond to Fedorova and provide her copies of wire transfer receipts



for her alleged “loan” with Perl; and copies of wire transfer receipts to the Seller and his alleged “lender” JP Morgan Chase. MI Bar must investigate lawyers Haack, Brian Potestivo, and Woods for systemic use of illegal and forged documents in foreclosures proceedings and Courts; and order them to provide documents demanded by Fedorova as well as proof of ownership and damages “suffred” by their client.

327. IARDC must investigate IL lawyer Alexander Potestivo for systemic use of illegal and forged documents in foreclosures and instructing or allowing his associates like Haack to use forged and illegal documents. ARDC must investigate IL lawyers Nemzura and Gravelle, who are leaders and legal advisers behind production of forged and illegal documents used by local mill lawyers in foreclosures proceedings and Courts.

328. CA Bar must investigate its lawyers Grogin and Jorgensen for their involvement in this fraudulent scheme, illegal collections and use of mail in interstate commerce aka racket.

329. FL Bar must investigate NTC lawyer Gregory M. McCoskey

330. Fedorova pray for an Order directing Bar Associations to investigate and provide Fedorova results of their investigations.

#### CLAIM AGAINST BARRY COUNTY RECORDER

331. The aforementioned void documents where all recorded by Recorder, despite their flagrant deficiencies contrary to State law; and over Fedorova’s objections who repeatedly requested Recorders to stop recording fraudulent documents and conduct at least minimal verification or directly forward these documents to the local authority (preferably police department) to investigate. Plaintiff is entitled to have said void documents expunged by Order of this Court to record forthwith.

#### CLAIM FOR QUIET TITLE UNDER MICHIGAN 600.2932 Quieting title.

332. Quiet title actions are equitable actions decided by judges in Michigan. Plaintiff Fedorova has undisputable evidence to establish a superior interest above all other parties claiming an interest in the her real property, specially Pretender “Servicer” PennyMac who has absolutely no relationship to her property; and alleged “Mortgage MERS, who whose name was used on fraudulently . Fedorova pleads this Court for an order establishing clear title in her name.

**CLAIM FOR DAMAGES UNDER FEDERAL TORT CLAIMS ACT. Against  
Defendants HUD/Ginnie Mae and SEC**

333. Fedorova submitted her Administrative Claim to Defendants HUD/GinnieMae on April 12, 2022; and to SEC on April 20, 2022 asking them to compensate Fedorova for damages cause by these Agencies and its employees negligence and reckless conduct which harmed Fedorova and her property. Under the law, Agencies have six months to respond Administrative Claims before their victims can proceed with the legal action in the appropriate Courts. Both Agencies refused to respond to Fedorova’s Claims and offer any compensation for her damages.

334. Fedorova pray for relief under FTCA and asks for an Order directing HUD/Ginnie Mae and SEC to compensate her \$135,000 for actual damages plus other damages this Court will find necessary .

**PRAYER FOR RELIEF:**

335. WHEREFORE, Plaintiff pray for *pendente lite* Orders and relief; and Judgement against all Defendants, jointly and severally, as this Court may order to be just, as follows:

1. Fedorova’s contract with pretender Lender Perl Mortgage, Inc. shall be declared as procured by Perl’s fraud, thus null and void *ab initio* since Perl was not a Lender.
2. All recorded documents stated below shall be set aside and ordered expunged at the Barry County Recorders; Office, to wit:
  - a. Mortgage executed by Fedorova in favor of a Mortgage Electronic Registration Systems, Inc. as purported nominee for Perl Mortgage, Inc. dated July 29, 2016 and recorded

September 9, 2016 as Document No. 2016-008879 which I dispute as fraudulent and void since Perl Mortgage, Inc. was not a Lender.

- b. Assignment of Mortgage from Mortgage Electronic Registration Systems, Inc. as nominee for Perl Mortgage, Inc. to PennyMac Loan Services, LLC whose address is 3043 Townsgate Road, Ste. 200, Westlake Village CA, 91361, dated 30<sup>th</sup> Day of May of the year of 2020, recorded as document 2020-005388, which describe transaction which never happened and cannot even possibly happen in the real life; is flagrantly forged; fraudulent and is legal nullity in all jurisdiction; and
  - c. Affidavit to Correct Legal Description in Mortgage, drafted by Potestivo and Associates, P.C. and their lawyer Chatlotte A.Haack, dated July 18, 2022 and recorded on July 28, 2022 as document 2022-08107 against Fedorova's property by undisclosed parties who have absolutely no relationship to her property while acting under name of "PennyMac Loan Services, LLC" who is a fake party who has no relationship to her property
3. All relevant Defendants, except Recorder and Agencies, shall be ordered to provide Fedorova a full and complete proof of funding such as (a) copies of receipt of wire transfer, or ACH or cashier's check evidencing that Bell Title as the closing agent received any money on Fedorova's behalf on July 29, 2016 along with the name of the company who made this payment and its name and contact information of its responsible individual employee; (b) copy of the escrow account where Bell Title deposited \$135,000 monetary funds received on behalf of Fedorova; (c) copies of receipt for wire transfer, or ACH or cashier's check evidencing that Bell Title as the closing agent made payment on Fedorova's behalf to the property Seller's lender, JP Morgan Chase on July 29, 2016, received any money on Fedorova's behalf on July 29, 2016; (d) JP Morgan's individual employee must provide Fedorova a copy of receipt of \$135,000 wire transfer, ACH or cashier's check received by JPM on Fedorova's behalf from Bell Title;
4. All relevant Defendants, including GinnieMae and HUD, except Recorder and other Agencies, shall be ordered to provide Fedorova a full and complete loan payments and general ledger accounting pertaining to Fedorova's property.

5. All Agencies must conduct its investigation about issues from above and provide Fedorova results of their investigation
6. Fedorova shall be awarded actual damages against all Defendants, except Agencies and Recorders as the jury may decide.
7. Fedorova shall be awarded exemplary and punitive damages against all Defendants, except Recorders and Agencies as the jury may decide;
8. Fedorova shall be awarded her attorneys' fees and costs, including legal consultants fees and costs; against all Defendants

Respectfully Submitted

Elena Fedorova, ProSe



**DEMAND FOR TRIAL BY JURY.**

Plaintiff demands trial by jury on all issues.

Dated: October 21, 2022

Respectfully submitted


Elena Fedorova, ProSe.



CERTIFICATE OF SERVICE

I, Elena Fedorova, a non-attorney, certify that I served a copy of the foregoing document to each person to whom it is directed at their respective addresses on the Service List attached by depositing a copy with pre-paid postage in the United States mail , VIA US MAIL at or before the Hour of 5:00 pm on October 24, 2022


Elena Fedorova, ProSe  
5757 Saggio Road,  
Hastings, MI 49058



AFFIDAVIT AND VERIFICATION

My name is Elena Fedorov, I am over 18 years old, *Pro Se* Plaintiff in this case. I certify under penalty of perjury as provided by law pursuant Federal Rule 47 that I have read foregoing document and the statements set forth therein are true and correct.

Elena Fedorova, ProSe  
5757 Saggio Road,  
Hastings, MI 49058



October 24, 2022